

**SERIAL 07098 RFP RYAN WHITE PART A SERVICES - FOOD BANK/HOME DELIVERED
MEALS SERVICES CONTRACT – Agape Network**

DATE OF LAST REVISION: February 23, 2011

CONTRACT END DATE: March 31, 2014

AMENDMENT #1(DTD 12/08/10) SEE CHANGES TO SECTIONS: 1.0, 2.0, 2.1, 3.1, 3.3.2 – 3.3.9, 3.4 – 3.4.2, 3.5.1 – 3.5.16, 3.6.1 – 3.6.5, 3.7, 3.7.1 A–G, 3.8.1, 3.8.2, 3.18.1.2, 3.20, 3.21.1.1, 3.21.1.3, 3.21.2, 3.22.1, 3.22.3, 3.22.4, 3.23.1, 3.23.2, 3.23.4, 3.23.5, 3.24.1, 3.24.2, 3.25.1 – 3.25.9, 3.26.1 – 3.26.9, 3.27.1 – 3.27.4, 3.28.1 – 3.28.3, 3.29.1 – 3.29.7, 3.31, 3.31.1, 3.33.2, 3.35.3, 3.35.5, 3.35.6, 3, 3.46.2, 3.47, 3.53.1, 3.53.2, 3.54 – 3.54.4, 3.55.1, 3.56 – 3.56.1, 3.57, 3.58.2, 3.58.3, 3.58.5

CONTRACT PERIOD THROUGH MARCH 31, ~~2011~~ 2014

TO: All Departments

FROM: Department of Materials Management

SUBJECT: Contract for **RYAN WHITE PART A SERVICES - FOOD BANK/HOME
DELIVERED MEALS SERVICES**

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by Maricopa County on **February 20, 2008 (Eff. July 01, 2009)**.

All purchases of products and/or services listed on the attached pages of this letter are to be obtained from the vendor holding the contract. Individuals are responsible to the vendor for purchases made outside of contracts. The contract period is indicated above.

Wes Baysinger, Director
Materials Management

AS/mm
Attach

Copy to: Materials Management
Sandi Wilson, Workforce and Management and Development
Rose Conner, Workforce Management and Development

VENDORS MUST ACKNOWLEDGE RECEIPT OF THIS AMENDMENT:

Signature:

Date:

RYAN WHITE PART A SERVICES – FOOD BANK/HOME DELIVERED MEALS SERVICES

1.0 SCOPE OF SERVICES:

Food Bank/Home-delivered Meals include the provision of actual food or meals. It does not include finances to purchase food or meals. The provision of essential household supplies such as hygiene items and household cleaning supplies should be included in this item and includes vouchers to purchase food.

***NOTE:** The administering entity for this contract is the County’s Workforce Management and Development department’s Ryan White Part A Administrative Agent. The following terms will be used interchangeably throughout this document to refer to the administering entity: “Ryan White Part A”, “Administrative Agent (AA)”, and “Maricopa County Workforce Management and Development (MCWMD)”.

Emphasis on Primary Medical Care services: MCWM&D continues to emphasize more specialized care with the value of improved clinical outcomes associated with care from HIV knowledgeable/experienced providers, expanded access to and availability of mental health services, and specialized medication adherence and monitoring support. FY2007 funding for Food Bank/Home-Delivered Meals Service is \$180,000 (3% of allocations).

- ~~Increased access to care in rural areas: Expanded partnerships with clinics in the rural areas of the EMA are being currently being developed by the Administrative Agency and the Planning Council. Cost effectiveness and service delivery challenges are being addressed to provide the improved outcomes associated with patient compliance while addressing the underserved and disproportionately impacted rural areas of the EMA. Primary care services are being competitively bid in FY2007 to increase geographic diversity of services and provide greater accessibility to core and support service.~~
- ~~PLANNING COUNCIL DIRECTIVES~~
- ~~In the ongoing efforts of the Ryan White Part A Planning Council to reach the historically underserved communities, the following directives have been issued for Primary Medical Care:~~
- ~~It is the responsibility of the Provider(s) to adequately promote the availability of their (awarded) service category(ies), including locations and hours. For more details, see section 4.28, PROGRAM MARKETING INITIATIVES, of this RFP.~~

2.0 CONTRACTURAL ADMINISTRATIVE LANGUAGE:

2.1 REFERENCES:

Respondents must provide **in this application (SEE SERVICE PROVIDER APPLICATION FORM) and at the County’s request at any time during the life of this contract** at least five (5) reference accounts to which they are presently providing like service **and/or to which they provide or receive HIV/AIDS service referrals**. Included must be the name of the government or company, individual to contact, phone number, street address and e-mail address. Preference may be given to Respondents providing government accounts similar in size to Maricopa County.

2.2 CONTRACTOR LICENSE REQUIREMENT:

The Respondent shall procure all permits, licenses and pay the charges and fees necessary and incidental to the lawful conduct of his business. The Respondent shall keep fully informed of existing and future Federal, State and Local laws, ordinances, and regulations which in any manner affect the fulfillment of a Contract and shall comply with the same.

Respondents furnishing finished products, materials or articles of merchandise that will require installation or attachment as part of the Contract, shall possess any licenses required. A

Respondent is not relieved of its obligation to possess the required licenses by subcontracting of the labor portion of the Contract. Respondents are advised to contact the Arizona Registrar of Contractors, Chief of Licensing, at (602) 542-1502 to ascertain licensing requirements for a particular contract. Respondents shall identify which license(s), if any, the Registrar of Contractors requires for performance of the Contract.

2.3 CONTRACTOR STATUS:

The Contractor is an independent Contractor in the performance of work and the provision of services under this Contract and is not to be considered an officer, employee, or agent of Maricopa County

2.4 PROPRIETARY INFORMATION:

Proprietary information submitted by a Respondent in response to a Request for Proposal shall remain confidential as determined by law or regulation.

2.5 CONTRACT REPRESENTATIVES:

Any changes in the method or nature of work to be performed under a Contract must be processed by the County's authorized representative. Upon the execution of a Contract, the County will name its representative who will be legally authorized to obligate the County.

2.6 FINANCIAL STATUS:

All Respondents shall make available upon request a current audited financial statement, a current audited financial report, or a copy of a current federal income tax return prepared in accordance with Generally Accepted Accounting Principles or Standards. Failure or refusal to provide this information within five (5) business days after communication of the request by the County shall be sufficient grounds for the County to reject a response, and to declare a Respondent non-responsive as that term is defined in the Maricopa County Procurement Code.

If a Respondent is currently involved in an ongoing bankruptcy as a debtor, or in a reorganization, liquidation, or dissolution proceeding, or if a Respondent or receiver has been appointed over all or a substantial portion of the property of the Respondent under federal bankruptcy law or any state insolvency law, the Respondent must provide the County with that information, which the County may consider that information during evaluation. The County reserves the right to take any action available to it if it discovers a failure to provide such information to the County in a response, including, but not limited to a determination that the Respondent be declared non-responsive, and suspended or debarred, as those terms are defined in the Maricopa County Procurement Code.

By submitting a response to the Request for Proposal, the Respondent agrees that if, during the term of any Contract it has with the County, it becomes involved as a debtor in a bankruptcy proceeding or becomes involved in a reorganization, dissolution or liquidation proceeding, or if a Respondent or receiver is appointed over all or a substantial portion of the property of the Respondent under federal bankruptcy law or any state insolvency law, the Respondent will immediately provide the County with a written notice to that effect and will provide the County with any relevant information it requests to determine whether the Respondent will be capable of meeting its obligations to the County.

2.7 REGISTRATION:

Respondents are required to be registered with Maricopa County if they are selected for an award of any County Business. Failure to comply with this requirement in a timely fashion will cause Respondent's response to be declared non-responsive. Respondents shall register on the Maricopa County Web Site at www.maricopa.gov/materials. Click on vendors to enter BuySpeed registration screen. *Also see Exhibit I*

2.8 AWARD OF CONTRACT:

Contracts awarded pursuant to the provisions of this section will not be solely on price, but will include and be limited to evaluation criteria listed in the Request for Proposal. The Contract will be awarded to the Most Advantageous Respondent(s). The Contract may be awarded in whole, by section, or geographic area as required.

2.9 POST AWARD MEETING:

The successful Contractor(s) may be required to attend a post-award meeting with the Using Agency to discuss the terms and conditions of this Contract. The Procurement Officer of this Contract will coordinate this meeting.

3.0 **CONTRACTUAL TERMS AND CONDITIONS**

3.1 TERM

This Contract is for the balance of a term of THREE (3) YEARS beginning on the date of contract award, or the effective date, as clearly noted in award notification documents. ~~and ending March 31, 2011, concurrent with initial contract expiration date.~~

3.2 OPTION TO EXTEND:

The County may, at their option and with the approval of the Contractor, extend the period of this Contract up to a maximum of three (3), one (1) year options, (or at the County's sole discretion, extend the contract on a month to month bases for a maximum of six (6) months after expiration). The Contractor shall be notified in writing by the Materials Management Department of the County's intention to extend the contract period at least thirty (30) calendar days prior to the expiration of the original contract period. The fee for any extension period shall be subject to negotiation prior to activation of such extension.

3.3 COMPENSATION:

3.3.1 The County reserves the right to reallocate funding during the contract period so that the services provided and corresponding contract amount may be decreased or increased, via contract amendment or Task Order, at the discretion of the County.

3.3.2 **County will pay the Contractor on a monthly basis for approved services and expenses and in accordance with the reimbursement methodology determined by the County's Administrative Agent; either fee-for service or cost. The total funds paid to the Contractor will be dependent upon the approved invoice according to the Administrative Agent. County does not guarantee a minimum payment to the Contractor. County will not reimburse for fee-for-service activities when an appointment is canceled either by the client or Contractor.** ~~Contractors for missed or canceled appointments either by the service provider or the client(s). Subject to the availability of funds, County shall pay the Contractor for the services described herein for a sum not to exceed the Contract Amount listed on the cover page of this contract. County will pay the Contractor on a unit cost reimbursement basis in accordance with the Contractor's approved fee schedule, which follows. The total funds paid to the Contractor will be dependent upon the number of units of service performed by the Contractor. County does not guarantee a minimum payment to the Contractor. County will not reimburse Contractors for missed appointments by clients.~~

3.3.3 ~~Ryan White CARE Act funds shall not be used to finance the services of lobbyists, fundraisers or grant/proposal writers, nor to support lobbying, fundraising activities and/or the writing of grant/contract proposals.~~

- 3.3.4 The Contractor understands and agrees to notify the County of any deviations or changes to any budget line of the ~~underlying current~~ budget **in place for** of this contract within **30** days of such change.
- 3.3.5 The Contractor shall be compensated for services provided only by the staff classifications/positions included/referenced in the ~~underlying current~~ **approved** budget.
- 3.3.6 Unless specifically allowed and referenced elsewhere in this contract, all services are to be provided at **approved** Contractor sites and/or venues. Services provided at non-authorized locations or venues will not be reimbursed by the County.
- 3.3.7 The Contractor shall provide monthly financial and corresponding programmatic reports per the reporting schedule to the County. If the Contractor is not in compliance **due to** ~~because of~~ non-performance, submission of reports after deadlines, insufficient back-up statements or improperly **completed signed** forms, the Contractor may not be reimbursed **or reimbursement may be delayed.** ~~Furthermore, program non-compliance can delay reimbursement until program compliance issues and any other related financial consequences are resolved. Multiple~~ **Furthermore,** instances of non-compliance with **billing and** reporting requirements may result in the County reducing the Contractor's reimbursement by up to 10% of the corresponding month's billing. Billing forms and instructions are included in ~~sections 4 and 6 of the current~~ **the current** Ryan White Part A Program Policies **and Procedures** Manual. ~~Billing forms and instructions are included in sections 4 and 6 of the Ryan White Part A Program Policies Manual.~~
- 3.3.8 ~~The Ryan White Part A office will provide technical assistance to eligible applicants for the implementation, configuration and end-user support for the CAREWare database. In addition, technical assistance is made available to eligible applicants to integrate CAREWare with proprietary in-house billing systems on an as needed basis to minimize data entry efforts needed to report client level demographic and service related data. See Exhibit 3 for a sample billing packet.~~
- 3.3.9 The actual amount of consideration to be paid to the Contractor depends upon the actual hours worked, ~~and the services provided~~ **and related expenses as stated in the current approved budget and Work Plan or as modified by contract amendment or appropriately executed task order.** Any un-obligated balance of funds at the end of this Agreement period will be returned to the County in accordance with instruction provided..

3.4 PAYMENT

- 3.4.1 ~~As consideration for performance of the duties described herein, County shall pay Contractor the sum(s) stated in Attachment "B" **Budget Worksheet**, or as modified by contract amendment or appropriately executed "task order".~~
- 3.4.2 ~~Payment shall be made upon the County's receipt of a properly completed invoice. Invoices shall contain the following information: Contract number, purchase order number, item numbers, description of supplies and/or services, sizes, quantities, unit prices, extended totals and any applicable sales/use tax.~~

3.5 INVOICES AND PAYMENTS:

- 3.5.1 The Contractor shall submit **electronically to the Administrative Agent** one (1) legible copy of their detailed monthly invoice before payment(s) can be made. ~~At a minimum, the invoice must provide the following information:~~
- 3.5.2 ~~Company name, address and contact~~
- 3.5.3 ~~County bill to name and contact information~~
- 3.5.4 ~~Contract Serial Number~~
- 3.5.5 ~~County purchase order number~~

- 3.5.6 ~~Invoice number and date~~
- 3.5.7 ~~Payment terms~~
- 3.5.8 ~~Date of services~~
- 3.5.9 ~~Quantity (number of days or weeks)~~
- 3.5.10 ~~Description of Purchase services~~
- 3.5.11 ~~Pricing per unit of purchase~~
- 3.5.12 ~~Extended price~~
- 3.5.13 ~~Total Amount Due~~
- 3.5.14 **Contractor will submit the invoice packet for services performed on or before the fifteenth (15th) calendar day following the month in which services were performed.**
- 3.5.15 **The invoice must include the requirements as outlined in the Ryan White Part A's current policies and procedures manual.**
- 3.5.16 **Contractors providing medical services are required to utilize HCF-1500 or UB-92 or other standardized medical claim forms for claims as agreed to with the Administrative Agent, and to submitted these to the Ryan White Part A Program in addition to the other required invoice reports and forms. Monthly Fiscal and Program Monitoring reports (Section 4.27 of this RFP)**

~~Problems regarding billing or invoicing shall be directed to the using agency as listed on the Purchase Order.~~

3.6 METHOD OF PAYMENT:

- 3.6.1 ~~Contractor will submit Monthly Fiscal and Program Monitoring Report for services performed on or before the fifteen (15th) business day following the month in which services were performed.~~
- 3.6.2 Subject to the availability of funds, County will, within sixty (60) **business working** days from the date of receipt of the documents enumerated herein, process and remit to the Contractor a warrant for payment up to the maximum total allowable for services provided or work performed during the previous month. **Payment may be delayed or reduced if invoices are in non-compliance due to late submission, improperly completed or missing documentation/information or for other contract non-compliance occurring in the related grant year. Other non-compliance issues that may delay or reduce payments can be related to any contractual issue, and may not necessarily be related to the bill itself.** Should County make a disallowance in the claim, the claim shall be processed for the reduced amount. If the Contractor protests the amount or the reason for a disallowance, the protest shall be construed as a dispute concerning a question of fact within the meaning of the "Disputes" clause of the Special Provisions of this Contract.
- 3.6.3 The Contractor understands and agrees that County will not honor any claim for payment submitted 60 **calendar** days after date of service. The Contractor understands and agrees that County will not process any claim for payment for services rendered prior to the end of the contract period which are submitted sixty (60) **calendar** days after the end of the contract period without approval of County. For claims that are subject to AHCCCS Regulation R9-22703.B1, County will not honor any claim for payment submitted nine months after date of service. **Claims submitted 45 calendar days from the last day of the grant year will not be honored or reimbursed.**
- 3.6.4 Payments made by County to the Contractor are conditioned upon the timely receipt of applicable, accurate and complete **invoice reports and forms** submitted by the Contractor. All monthly **invoices** ~~fiscal and program monitoring reports~~ must be supported by auditable documentation, which is determined to be sufficient, competent evidential matter defined by the County.

- 3.6.5 The Contractor understands and agrees to maximize all other revenue streams including self-pay and all sources of third party reimbursements. **The Contractor understands and agrees that all self-pay and third party payments must be exhausted to offset program costs before Ryan White funds are used.** The Contractor must **have policies and procedures documented and in place to determine and bill these other potential payment sources. These third party payers include but are not limited to Regional Behavioral Health Authority (RBHA), Arizona Health Care Cost Containment Services (AHCCCS), Arizona Long Term Care System (ALTCs), Veteran's Administration (VA), TRICARE Standard and Medicare and private/commercial or other insurance. The Contractor will determine** eligibility of clients and assist with client enrollment whenever feasible. ~~The Contractor understands and agrees that all third party payments must be exhausted to offset program costs before Ryan White CARE Act funds are used.~~ **Payments collected by the Contractor for Ryan White services must be recorded as Program Income in the Contractor's financial management system and deducted from bills issued to the County. Program income records must be made available to the County for assurance that such revenues are used to support related services.**

3.7 BUDGET, REVENUES AND EXPENDITURES:

- 3.7.1 ~~Contractor will submit Monthly Fiscal and Program Monitoring Reports for services performed on or before the fifteenth (15th) working day following the month in which services were performed. The billing packet includes a combination of pre-printed forms and CAREWare based reports and are to be printed and submitted in hard copy form to the Ryan White Part A office an example billing packet is in Exhibit 3. The Contractor shall prepare and submit to County a budget and Work Plan using the current Ryan White Part A-approved formats at the beginning of each grant year in accordance with the stated funds allocated on the most recently issued task order. If the task order is increased or decreased at any time throughout the duration of the grant year, a revised budget and Work Plan may be required.~~
- A. The total administrative costs budgeted, including any **federally**-approved indirect rate (inclusive of contractor and subcontractor(s)) cannot exceed **10%** of the amount of the **current grant contract** award. **Any amount of administrative expenditures in excess of 10% will be reimbursed to County.**
 - B. ~~Administrative expenditures for this contract cannot exceed 10% of the total expenditures of this contract. Any amount of administrative expenditures in excess of 10% will be reimbursed to MCDWM&D, Ryan White Part A Program.~~
 - C. **Contractor agrees that all expenditures are in accordance with the current approved budget.** Any ~~disallowed~~ expenditures **deemed unallowable by the Administrative Agent** are subject to the Contractor submitting a full reimbursement to **the County MCDWM&D, Ryan White Part A Program**
 - D. Contractors agrees to establish and maintain a "Financial Management System" that is in accordance with the standards required by ~~the~~ **Federal** OMB Circular A-110, Subpart C. Such system must also account for both direct and indirect cost transactions, reports on the results of those transactions, are in compliance with the requirements of OMB Circular A-21 and generally accepted accounting principles.
 - E. ~~Agree that all expenditures are in accordance with the budget as approved and attached to this Agreement.~~
 - F. All expenditures and encumbered funds shall be final and reconciled no later than 90 days after the close of the grant year.
 - G. **Funds collected by the Contractor in the form of fees, charges, and/or donations for the delivery of the services provided for herein shall be accounted for**

separately. Such fees, charges and/or donations must be used for providing additional services or to defray the costs of providing these services consistent with the Work Plan of this Contract. As applicable, the Contractor agrees to include, in the underlying budget, the amount of projected revenue from client fees. The amount of funds collected from client fees shall be reported by Contractor in the Monthly invoice by discrete service. For audit purposes, the Contractor is responsible for maintaining necessary documentation to support provision of services.

3.8 DUTIES

3.8.1 The Contractor shall perform all duties stated in Attachment "C" WORK PLAN, **the current approved Work Plan for that grant year and/or as directed by the current Ryan White Part A Policies and Procedures Manual.**

3.8.2 The Contractor shall perform services at the location(s) and time(s) **as stated in this application, the current approved work plan or "stated in" or as** otherwise directed in writing, via contract amendment and/or task order **from the Administrative Agent.**

3.9 INDEMNIFICATION:

To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless County, its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses and expenses, including, but not limited to, attorney fees, court costs, expert witness fees, and the cost of appellate proceedings, relating to, arising out of, or alleged to have resulted from the negligent acts, errors, omissions or mistakes relating to the performance of this Contract. Contractor's duty to defend, indemnify and hold harmless County, its agents, representatives, officers, directors, officials, and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property, including loss of use resulting there from, caused by any negligent acts, errors, omissions or mistakes in the performance of this Contract including any person for whose acts, errors, omissions or mistakes Contractor may be legally liable. The contractor shall include a clause to this effect in all subcontracts inuring to the benefit of the Contractor or County

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

The scope of this indemnification does not extend to the sole negligence of County.

3.10 INSURANCE REQUIREMENTS:

3.10.1 The Contractor shall have in effect at all times during the term of this Contract insurance which is adequate to protect Maricopa County, its officers and employees, participants and equipment funded under the Contract against such losses as are set forth below. The Contractor shall provide County with current documentation of insurance coverage by furnishing a Certificate of Insurance or a certified copy of the insurance policy naming Maricopa County as an additional insured.

3.10.2 The following types and amounts of insurance are required as minimums:

3.10.2.1 Worker's Compensation as required by Arizona law

3.10.2.2 Unemployment Insurance as required by Arizona law

3.10.2.3 Public Liability, Body Injury and Property Damage policies that insure against claims for liability for Contractor's negligence or maintenance of unsafe vehicles, facilities, or equipment brought by clients receiving services pursuant to this Contract and by the lawful visitors of such clients. The limits of the policies shall not be less than \$1,000,000.00 for combined single limit.

3.10.3 Automobile and Truck Liability, Bodily Injury and Property Damages:

3.10.3.1 General Liability, each occurrence; \$500,000.00

3.10.3.2 Property Damage; \$500,000.00

3.10.3.3 Combined single limit; \$1,000,000.00

3.10.4 Standard minimum deductible amounts are allowable. Any losses applied against insurance deductibles are the sole responsibility of the Contractor.

3.10.5 Professional Liability Insurance; \$1,000,000.00

3.10.6 The Contractor will immediately inform the Director of any cancellation of its insurance or any decrease in its lines of coverage at least thirty (30) days before such action takes place.

3.11 Certificates of Insurance.

3.11.1 Prior to commencing work or services under this Contract, Contractor shall have insurance in effect as required by the Contract in the form provided by the County, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect. Such certificates shall be made available to the County upon 48 hours notice. BY SIGNING THE AGREEMENT PAGE THE CONTRACTOR AGREES TO THIS REQUIREMENT AND UNDERSTANDS THAT FAILURE TO MEET THIS REQUIREMENT WILL RESULT IN CANCELLATION OF THIS CONTRACT.

In the event any insurance policy (ies) required by this Contract is (are) written on a "claims made" basis, coverage shall extend for two (2) years past completion and acceptance of Contractor's work or services and as evidenced by annual Certificates of Insurance.

If a policy does expire during the life of the Contract, a renewal certificate must be sent to County fifteen (15) days prior to the expiration date.

3.11.2 **Cancellation and Expiration Notice.**

Insurance required herein shall not be permitted to expire, be canceled, or materially changed without thirty (30) days prior written notice to the County.

3.12 NOTICES:

All notices given pursuant to the terms of this Contract shall be addressed to:

For County:

Maricopa County
Department of Materials Management
Attn: Director
320 West Lincoln Street
Phoenix, Arizona

3.13 REQUIREMENTS CONTRACT:

3.13.1 Contractor signifies its understanding and agreement by signing this document that this Contract is a requirements contract. This Contract does not guarantee any purchases will be made (minimum or maximum). Orders will only be placed when County identifies a need and issues a purchase order or a written notice to proceed.

3.13.2 County reserves the right to cancel purchase orders or notice to proceed within a reasonable period of time after issuance. Should a purchase order or notice to proceed be canceled, the County agrees to reimburse the Contractor for actual and documented costs incurred by the Contractor. The County will not reimburse the Contractor for any avoidable costs incurred after receipt of cancellation, or for lost profits, or shipment of product or performance of services prior to issuance of a purchase order or notice to proceed.

3.13.3 Contractor agrees to accept oral cancellation of purchase orders.

3.14 TERMINATION:

3.14.1 County may terminate this Contract at any time with thirty **(30)** days prior written notice to the other party. Such notice shall be given by personal delivery or by Registered or Certified Mail.

3.14.2 This Contract may be terminated by mutual written agreement of the parties specifying the termination date therein.

3.14.3 County may terminate this Contract upon twenty-four **(24)** hours notice when County deems the health or welfare of a patient is endangered or Contractor non-compliance jeopardizes funding source financial participation. If not terminated by one of the above methods, this Contract will terminate upon the expiration date of this Contract as stated on the Cover Page.

3.15 DEFAULT:

County may suspend, modify or terminate this Contract immediately upon written notice to Contractor in the event of a non-performance of stated objectives or other material breach of contractual obligations; or upon the **happening** of any event, which would jeopardize the ability of the Contractor to perform any of its contractual obligations.

3.16 OFFSET FOR DAMAGES;

In addition to all other remedies at law or equity, the County may offset from any money due to the Contractor any amounts Contractor owes to the County for damages resulting from breach or deficiencies in performance under this contract.

3.17 ADDITIONS/DELETIONS OF SERVICE:

The County reserves the right to add and/or delete products and/or services provided under this Contract. If a requirement is deleted, payment to the Contractor will be reduced proportionately to the amount of service reduced in accordance with the proposal price. If additional services and/or products are required from this Contract, prices for such additions will be negotiated between the Contractor and the County.

3.18 USE OF SUBCONTRACTORS:

3.18.1 The use of subcontractors and/or consultants shall be pre-approved by the County. If the use of subcontractors is approved by County, the Contractor agrees to use written subcontract/consultant agreements which conform to Federal and State laws, regulations and requirements of this Contract appropriate to the service or activity covered by the subcontract. These provisions apply with equal force to the subcontract as if the subcontractor were the Contractor referenced herein. The Contractor is responsible for Contract performance whether or not subcontractors are used. The Contractor shall submit a copy of each executed subcontract to County within fifteen (15) days of its effective date.

- 3.18.1.1 All subcontract agreements must provide a detailed scope of work, indicating the provisions of service to be provided by both the Contractor and Subcontractor.
- 3.18.1.2 All subcontract agreements must include a detailed budget and **work plan narrative**, identifying all administrative **and direct service** costs as defined in **the Budget, Revenues and Expenditures section of this contract section II.**
- 3.18.1.3 All subcontract agreements must document the qualifications and ability to provide services by the subcontracting agency.
- 3.18.2 The Contractor agrees to include in any subcontracts a provision to the effect that the subcontractor agrees that County shall have access to the subcontractor's facilities and the right to examine any books, documents and records of the subcontractor, involving transactions related to the subcontract and that such books, documents and records shall not be disposed of except as provided herein.
- 3.18.3 The Contractor shall not enter into a subcontract for any of the work contemplated under this Agreement except in writing and with prior written approval of the County. Such approval shall include the review and acceptance by the County of the proposed subcontractual arrangement between the Contractor and the subcontractor
- 3.19 AMENDMENTS:

All amendments to this Contract must be in writing and signed by both parties. All amendments shall clearly state the effective date of the action.
- 3.20 TASK ORDERS:

Contractor shall not perform a task other than those found/defined in the contract award document. Task Orders may be issued by the Administrator of this contract. Task Orders will be communicated via written document. ~~A Task Order~~ shall include, but is not limited to: budget amount, ~~work plan~~, reference to special conditions of award, and/or any special **services and** reporting requirements. Amended Task Orders can be issued at any time **during the grant year**. Both parties shall sign ~~an new or~~ amended Task Order.
- 3.21 CHANGES:
 - 3.21.1 The Maricopa County Department of Workforce Management & Development, with cause, by written order, make changes within the general scope of this Contract in any one or more of the following areas (Also see **AMENDMENTS & TASK ORDER SECTIONS**):
 - 3.21.1.1 ~~Work Plan Statement~~ activities reflecting changes in the scope of services, funding source or County regulations,
 - 3.21.1.2 Administrative requirements such as changes in reporting periods, frequency of reports, or report formats required by funding source or County regulations, policies or requirements, and/or,
 - 3.21.1.3 Contractor fee schedules, **reimbursement methodologies and/or schedules** and/or program budgets.

Examples of cause would include, but are not limited to: non-compliance, under performance, **service definition changes**, reallocations **or other directives approved by** ~~from~~ the Planning Council, or **any other reason deemed necessary by the Administrative Agent** ~~approved directives from the Planning Council.~~

- 3.21.2 Such order will not serve to increase or decrease the maximum reimbursable unit rate amount to be paid to the Contractor. Additionally, such order will not direct substantive changes in services to be rendered by the Contractor.
- 3.21.3 Any dispute or disagreement caused by such written order shall constitute a "Dispute" within the meaning of the Disputes Clause found within this Contract and shall be administered accordingly.

3.22 AUDIT REQUIREMENTS:

- 3.22.1 If the Contractor expends **\$500,000** or more from all contracts administered and/or funded via County, and/or receives **\$500,000** or more per year from any federal funding sources, the Contractor will be subject to Federal audit requirements per P.L. 98-502 "The Single Audit Act." The Contractor shall comply with OMB Circulars A-128, A-110, and A-133 as applicable. The audit report shall be submitted to the Maricopa County **Internal Audit** Department ~~of Public Health~~ for review within the twelve months following the close of the fiscal year. The Contractor shall take any necessary corrective action to remedy any material weaknesses identified in the audit report within six months after the release date of the report **or by a date defined by the Internal Audit Department**. Maricopa County may consider sanctions as described in OMB Circular A-128 for contractors not in compliance with the audit requirements. All books and records shall be maintained in accordance with Generally Accepted Accounting Principles (GAAP).
- 3.22.2 The Contractor shall schedule an annual financial audit to be submitted to County for review within twelve months following the close of the program's fiscal year. Contractor understands that failure to meet this requirement may result in loss of current funding and disqualification from consideration for future County-administered funding.
- 3.22.3 ~~Comply with the requirement of the Federal Office of Management and Budget (OMB) Circular A 133. The Contractor is responsible for having an audit performed in accordance with, and when required, by OMB Circular A 133, and for sending a copy of the report issued as a results of the audit to the County within 30 days of issuance. The County reserves the right to engage an auditor, at the Contractor's expense, to perform an OMB Circular A 133 audit of the Contractor in the event that the Contractor shall fail to engage an auditor or the County shall reject or disapprove of the auditor engaged by the Contractor.~~
- 3.22.4 The Contractor shall also comply with the following OMB Circulars as applicable to its **organization's business status**:
1. A-102 Uniform Administrative Requirements for Grants to State and Local Government.
 2. A-110 Uniform Administrative Requirements for Grants and Agreement with Institutions of Higher Education, Hospitals and other non-profit organizations.
 3. A-122 Cost Principles for Non-Profit Organizations.
 4. A-87 Cost Principles for State and Local Governments.
 5. A-21 Cost principles for Education Institutions.

3.23 SPECIAL REQUIREMENTS:

- 3.23.1 The Contractor shall adhere to all applicable requirements of the Ryan White ~~Comprehensive~~ HIV/AIDS Treatment **Extension Modernization** Act of **2009** ~~2006~~ **and/or current authorized or reauthorized Ryan White HIV/AIDS Act.**
- 3.23.2 The Contractor shall participate in ~~a minimum of two (2)~~ provider technical assistance meetings and/or teleconference calls that will be scheduled by the **Administrative Agent** ~~MCDWM&D~~ throughout the year.

- 3.23.3 The Contractor shall ~~retain~~ **provide** the necessary administrative, professional and technical personnel for operation of the program.
- 3.23.4 The Contractor agrees to maintain adequate programmatic and fiscal records and files including source documentation to support program activities and all expenditures made under terms of this agreement as required.
- 3.23.5 Contractor agrees to install and utilize the CAREWare client level reporting **software** system as described in the **current** Ryan White Part A Program Policies and Procedures Manual. There are no licensing costs associated with the use of CAREWare; **however**, ~~The provider is required to pay for cover~~ the costs **related to** ~~for~~ installing and configuring internal firewall devices to gain access to the CAREWare database. **These expenses can be reimbursed by Ryan White if included in the current approved budget.**

3.24 RELEASE OF INFORMATION:

- 3.24.1 The Contractor agrees to secure from all clients **provided services under this contract** any and all releases of information or other authorization requested by County. Each client file documenting the provision of Part A services must contain a **current Administrative Agent authorized release form signed and dated by the client or the client's legal representative.** This release form must be signed by the client and grant release of named confidential file information to the Maricopa County Department of Workforce Management & Development for the purpose of grant administration/monitoring for a period of five years from date of signature. Failure to secure such releases from clients may result in disallowance of all claims to County for covered services provided to eligible individuals. If service to anonymous clients is specifically allowed and approved by the County **according to the current Ryan White Part A policies and procedures manual or otherwise stated in writing by the Administrative Agent**, this provision does not apply to persons who receive Ryan White CARE Act Part A funded services anonymously.
- 3.24.2 **The Contractor agrees to comply with ARS §36-662, access to records. In conducting an investigation of a reportable communicable disease the department of health services and local health departments may inspect and copy medical or laboratory records in the possession of or maintained by a health care provider or health care facility which are related to the diagnosis, treatment and control of the specific communicable disease case reported. Requests for records shall be made in writing by the appropriate officer of the department of health services or local health department and shall specify the communicable disease case and the patient under investigation.**

3.25 CERTIFICATION OF CLIENT ELIGIBILITY;

- 3.25.1 The Contractor agrees to **determine and** certify ~~for~~ eligibility **for** all clients seeking services supported by Ryan White CARE funds, **according to the requirements** detailed in ~~Section 4 of the~~ **Eligibility section of the current** Ryan White Part A Program Policies and Procedures Manual. ~~Such certification as detailed below shall be conducted at least every six months of service. Services may be provided to anonymous clients only at the specific approval of the MCDWM&D and only as and if specified in this contract. Anonymous clients are not subject to the following certification of client eligibility requirements. An individual will be certified by the Contractor as being eligible for services if the following criteria are met:~~
- 3.25.2 ~~Documentation in the client's chart of the client's HIV+ status, consistent with HRSA guidelines as described in the MCDWM&D Ryan White Title 1 Policy Manual;~~
- 3.25.3 ~~Documentation in the client's chart that no health and/or other form of insurance is in effect for the client which covers the cost of services available through this program.~~

- 3.25.4 ~~Documentation in the client's chart of client ineligibility for like services under other client and/or public assistance programs.~~
- 3.25.5 ~~Documentation in the client's chart of current residence in the EMA of Pinal and Maricopa counties and verification by Contractor, as detailed in MCDWM&D's Ryan White Part A Policy Manual.~~
- 3.25.6 **Contractor agrees to charge and document client fees collected in accordance with their sliding fee schedule. This fee schedule shall be consistent with current federal guidelines. This fee schedule must be published and made available to the public. The chart below must be followed when developing the fee schedule. Documentation of client charges consistent with sliding scale specified on the following chart unless the County waives charges.**

Client Income	Fees For Service
Less than or equal to 100% of the official poverty line	No fees or charges to be imposed
Greater than 100%, but not exceeding 200%, of the official poverty line	Fees and charges for any calendar year may not exceed 5% of the client's annual gross income **
Greater than 200%, but not exceeding 300%, of the official poverty line	Fees and charges for any calendar year may not exceed 7% of client's annual gross income
Greater than 300% of the official poverty line	Fees and charges for any calendar year may not exceed 10% of client's annual gross income

~~** Free services may be provided to individuals with an annual gross family income of less than 200% of the official poverty line. Fees must be charged to clients whose annual gross family income is in excess of 200% of the official poverty line~~

- 3.25.7 ~~The Contractor's schedule of fees and charges must be published and made available to the public. Client income shall be verified and documented consistent with the MCDWM&D Ryan White Part A Policy Manual.~~
- 3.25.8 ~~Funds collected by the Contractor in the form of fees, charges, and/or donations for the delivery of the services provided for herein shall be accounted for separately. Such fees, charges and/or donations must be used for providing additional services or to defray the costs of providing these services consistent with the Work Statement of this Contract. As applicable, the Contractor agrees to include, in the underlying budget, the amount of projected revenue from client fees. The amount of funds collected from client fees shall be reported by Contractor in the Monthly Expenditure Report by discrete service. For audit purposes, the Contractor is responsible for maintaining necessary documentation to support provision of services.~~
- 3.25.9 ~~The Contractor is required to have in place a procedure for verifying client eligibility for services. Eligibility for all clients must be recertified biannually (every 6 months), with the exception of HIV Status. Eligibility certification must be documented in each client record. The verification of these elements are a permanent part of the client's record and is to be maintained in a secure location for at least five (5) years after the client has left the service.~~

3.26 QUALITY MANAGEMENT:

- 3.26.1 The Contractor will participate in the ~~EMA~~ Quality Management program as detailed in the ~~MCDWM&D~~ **current** Ryan White Part A Program Policies **and Procedures** Manual. ~~See link found on cover page.~~
- 3.26.2 The Contractor will utilize and adhere to the most current Standards of Care as developed by the Phoenix **Eligible Metropolitan Area** (EMA) Planning Council.
- 3.26.3 The Contractor will develop and implement an agency-specific quality management plan for **Ryan White** Part A-funded services. The Contractor will conduct Quality Improvement projects at the agency level utilizing the Plan-Do-Check-Act (PDCA) model.
- 3.26.4 The Contractor will participate in cross-cutting Quality Improvement projects and report data per the timeline established with the County. Additionally, the Contractor will report quality outcome measures established by the County per the reporting schedule.
- 3.26.5 The Contractor will participate in the Quality Management **activities of the Clinical Quality Management Committee** ~~Ad Hoc Advisory Committee~~ as requested by the County.
- 3.26.6 **The Contractor will** ~~E~~conduct and provide documentation of quality assurance and improvement activities, including maintenance of client satisfaction surveys and other mechanisms as designated by the County.
- 3.26.7 **The Contractor will** ~~M~~maintain a comprehensive unduplicated client level database of all eligible clients served **as well as** ~~and~~ demographic and service measures required, and submit this information in the format and frequency as requested by the County. The County will make available to the Contractor software for the collection of this information (**CAREWare**).
- 3.26.8 **The Contractor will** ~~M~~maintain consent to serve forms signed by the clients to gain permission to report their data to County, State and Federal authorized entities and to view their records as a part of site visits and quality management review activities.
- 3.26.9 **The Contractor will participate** ~~Participation~~ in **Quality Management** trainings sponsored by the County **which are deemed** ~~is~~ mandatory. The Contractor understands that non-participation in these types of **activities** ~~events~~ may result in **non-compliance** ~~not complying~~ with the Standards of Care as mandated by the Ryan White **CARE** Act. Further, such non-participation in **Quality Management** trainings could result in prompting a performance monitoring site visit.

3.27 REPORTING REQUIREMENTS:

- 3.27.1 The ~~e~~Contractor agrees to submit **monthly invoices as defined in the Invoice and Payments section of this contract.** ~~as a "hard copy" document, Monthly Fiscal and Program Monitoring Reports on or before the fifteenth (15th) day of the month following the end of the reporting period on forms substantially similar to those included in sections 4 and 6 of the Ryan White Part A Program Policies Manual. The billing packet is delivered via hardcopy to the Ryan White Part A office. Reporting requirements includes, but not limited to: 1) A narrative describing progress made towards achieving service goals as well as problems and issues impeding program implementation. 2) Expenditure report identifying billing to the MCDWM&D for services provided during the reporting period; 3) Compilation of data on a cumulative, yearly, unduplicated count basis shall be required, with data reporting in scanable and/or electronic file formats; 4) Compilation of data for outcome measure studies conducted as mutually agreed by Contractor and the MCDWM&D; and 5) And any additional or specific reports deemed necessary under Section IV of this contract.~~

- 3.27.2 ~~The contractor agrees to submit quarterly program monitoring reports on or before the thirtieth (30th) day of the month following the end of the reporting period detailing a quarterly and year to date unduplicated count of clients serviced and the services provided (duplicated count).~~
- 3.27.3 ~~The eContractor agrees to submit a final end of year program report detailing actual expenditures for the grant year, including administrative expenditures, and an annual unduplicated client level demographic report for the contract year and calendar year no later than 60 days following the close of the grant year.~~
- 3.27.4 **The Contractor agrees to comply with ARS § 36-621, reporting contagious diseases. Any employee, subcontractor or representative of the Contractor providing services under this contract shall follow the requirements of this law. Specifically, a person who learns that a contagious, epidemic or infectious disease exists shall immediately make a written report of the particulars to the appropriate board of health or health department. The report shall include names and residences of persons afflicted with the disease. If the person reporting is the attending physician he shall report on the condition of the person afflicted and the status of the disease at least twice each week.**
- 3.28 **PROGRAM MARKETING INITIATIVES:**
- 3.28.1 ~~When issuing statements, press releases and/or other documents describing projects, or programs and/or services funded in whole or in part with Ryan White Part A funds, the Contractor shall clearly state: 1) The percentage of the total costs of the program or project which will be financed with Ryan White funds; 2) The dollar amount of Ryan White funds for the project or program, and 3) The percentage dollar amount of the total costs of the project or program that will be financed by nongovernmental sources. Further, all such statements, press releases, and other documents describing programs or services funded in whole or in part with Ryan White CARE Act funds shall reference the funding source as the federal Department of Health and Human Services, Health Resources and Services Administration, the Ryan White HIV/AIDS Treatment Extension Act of 2009 (or current authorized or reauthorized name of Act), Comprehensive HIV/AIDS Treatment Modernization Act of 2006, and the Maricopa County Department of Workforce Management & Development Department (or department in which the Ryan White Part A Program is currently operating). Such references to funding source must be of sufficient size to be clear and legible.~~
- 3.28.2 **Contractor is responsible for advertising Ryan White Part A-funded services. Such advertisement is to promote/incorporate the following components: Services available rendered, venues/locations, and hours of operation. The content of any and all advertising for these services must be pre-approved by the County and be in a format allowed by Local, State and Federal regulations and shall contain the funding language referenced in this contract section.**
- 3.28.3 **Contractor is responsible to ensure that all appropriate program descriptions, including hours and locations, and any changes related to these services are disseminated to the community and other Ryan White providers to ensure that clients have access to care. The Contractor shall be able to document and explain this communication process to the Administrative Agent upon request.**
- 3.29 **OTHER REQUIREMENTS:**
- 3.29.1 **Contractor shall comply with all policies and procedures as defined in the current Ryan White Part A Policies and Procedures Manual.**

3.29.2 Contractor will maintain discrete client files for all individuals served and will secure the necessary releases of information to allow for periodic review of all pertinent client information by employees of County and/or their designated representatives.

3.29.3 ~~Monthly Fiscal and Program Monitoring Reports, Utilization Statistics and HRSA-mandated Administrative Reports will be submitted to: Ryan White Part A Program; Maricopa County Department of Workforce Management & Development; 301 W. Jefferson, Suite 3200, Phoenix, Arizona 85003~~

~~Monthly Fiscal and Program Monitoring Reports are due on or before the 15th of the month following the end of the reporting period.~~

3.29.4 ~~Quarterly Program Utilization reports will be submitted to: Ryan White Title 1 Program; Maricopa County Department of Workforce Management & Development; 301 W. Jefferson, Suite 3200, Phoenix, Arizona 85003 within **thirty (30)** days following the month end of the quarterly reporting period.~~

3.29.5 ~~Written Annual Expenditure (Close Out), Equipment Log, and Program and Utilization Statistics Reports will be submitted to: Ryan White Part A Program; Maricopa County Department of Workforce Management & Development; 301 W. Jefferson, Suite 3200, Phoenix, Arizona 85003 within 60 days of the expiration of the contract year.~~

3.29.6 Contractor shall respond to all ~~additional~~ requests for information **and documentation** solicited by County when they are submitted in writing **no later than within 72** hours of receipt of ~~MCDWM&D~~ request.

3.29.7 Contractor shall participate with a standardized anonymous Consumer Satisfaction Survey issued to all program participants, at least once during the contract year. The survey and procedure is included in the ~~MCDWM&D~~ **MCWMD** Ryan White Part A Program Policies **and Procedures** Manual. See link found on cover page.

3.30 ADEQUACY OF RECORDS:

If the Contractor's books, records and other documents relevant to this Contract are not sufficient to support and document that allowable services were provided to eligible clients the Contractor shall reimburse Maricopa County for the services not so adequately supported and documented.

3.31 RETENTION OF RECORDS:

The Contractor agrees to retain all financial books, records, **client records** and other documents relevant to this Contract for ~~five~~ **six (6)** years after final payment or until after the resolution of any audit questions ~~which could be more than five (5) years~~, whichever is longer. The County, Federal or State auditors and any other persons duly authorized by the **County Department** shall have full access to, and the right to examine, copy and make use of, any and all said materials.

If the Contractor's books, records and other documents relevant to this Contract are not sufficient to support and document that requested services were provided, the Contractor shall reimburse Maricopa County for the services not so adequately supported and documented.

3.32 AUDIT DISALLOWANCES:

3.32.1 The Contractor shall, upon written demand, reimburse Maricopa County for any payments made under this Contract, which are disallowed, by a Federal, State or Maricopa County audit in the amount of the disallowance, as well as court costs and attorney fees which Maricopa County incurs to pursue legal action relating to such a disallowance.

3.32.2 If at any time it is determined by County that a cost for which payment has been made is a disallowed cost, County shall notify the Contractor in writing of the disallowance and

the required course of action, which shall be at the option of County either to adjust any future claim submitted by the Contractor by the amount of the disallowance or to require repayment of the disallowed amount by the Contractor.

- 3.32.3 The Contractor shall be responsible for repayment of any and all applicable audit exceptions, which may be identified by County, State and Federal auditors of their designated representatives, and reviewed by the Contractor. The Contractor will be billed by the County for the amount of said audit disallowance and shall promptly repay such audit disallowance within 60 days of said billing.

3.33 CONTRACT COMPLIANCE MONITORING:

- 3.33.1 County shall monitor the Contractor's compliance with, and performance under, the terms and conditions of this Contract. On-site visits for Contract compliance monitoring may be made by County and/or its grantor agencies at any time during the Contractor's normal business hours, announced or unannounced. The Contractor shall make available for inspection and/or copying by County, all records and accounts relating to the work performed or the services provided under this Contract, or for similar work and/or service provided under other grants and contracts.

- 3.33.2 **Contractor shall follow and comply with all related corrective action plans and requirements of site visits and subsequent audits conducted by County and its representatives. When monetary penalties are imposed or unallowable costs determined, the County will define how repayment will be made to the County. This may include decreasing or withholding the Contractor's monthly billing or requiring payment to the County.**

3.34 AVAILABILITY OF FUNDS:

- 3.34.1 The provisions of this Contract relating to payment for services shall become effective when funds assigned for the purpose of compensating the Contractor as herein provided are actually available to County for disbursement. The Director shall be the sole judge and authority in determining the availability of funds under this Contract and County shall keep the Contractor fully informed as to the availability of funds.
- 3.34.2 If any action is taken by any State Agency, Federal Department or any other agency or instrumentality to suspend, decrease, or terminate its fiscal obligations under, or in connection with, this Contract, County may amend, suspend, decrease, or terminate its obligations under, or in connection with, this Contract. In the event of termination, County shall be liable for payment only for services rendered prior to the effective date of the termination, provided that such services are performed in accordance with the provisions of this Contract. County shall give written notice of the effective date of any suspension, amendment, or termination under this section, at least ten (10) days in advance.

3.35 RESTRICTIONS ON USE OF FUNDS:

- 3.35.1 The Contractor shall not utilize funds made available under this Contract to make payments for any item or service to the extent that payment has been made, or can reasonably be expected to be made, with respect to that item or service:
 - 3.35.1.1 Under any State compensation program, under any insurance policy, or under any Federal, State, or county health benefits program; or
 - 3.35.1.2 By an entity that provides health services on a prepaid basis.
- 3.35.2 Funds shall not be used to purchase or improve (other than minor remodeling) any building or other facility, or to make cash payments to intended recipients of services as

referenced in the A.R.S. § 41-2591, R2-7-701 and *Code of Federal Regulations*, Chapter 1, Subchapter e., Part 31, and Public Health Service Grants Policy Statement.

- 3.35.3 The federal Office of General Counsel and County emphasize that ~~CARE~~ **Ryan White** Act funds may only support HIV-related needs of eligible individuals. All activities and expenditures must reflect an explicit connection between any service supported with ~~CARE~~ **Ryan White** Act funds and the intended recipient's HIV status.
- 3.35.4 Contractor is not authorized to provide services anonymously, unless specifically approved for the service category in which the Contractor is providing services. All services must only be provided to documented eligible clients as defined in this contract.
- 3.35.5 **Ryan White funds shall not be used to finance the services of lobbyists, fundraisers or grant/proposal writers, nor to support lobbying, fundraising activities and/or the writing of grant/contract proposals.**
- 3.35.6 The Ryan White ~~CARE~~ Act limits the administrative expenses to not more than **10%** of the total **grant award expenditures incurred for that contract**. The Act defines allowable "administrative activities" to include:
 - 3.35.6.1 Usual and recognized overhead, including established indirect rates for agencies;
 - 3.35.6.2 Management and oversight of specific programs funded under this title; and
 - 3.35.6.3 Other types of program support such as quality assurance, quality control, and related activities."

3.36 CONTINGENCY RELATING TO OTHER CONTRACTS AND GRANTS:

- 3.36.1 The Contractor shall, during the term of this Contract, immediately inform County in writing of the award of any other contract or grant where the award of such contract or grant may affect either the direct or indirect costs being paid/reimbursed under this Contract. Failure by the Contractor to notify County of such award shall be considered a material breach of the Contract and County shall have the right to terminate this Contract without liability.
- 3.36.2 County may request, and the Contractor shall provide within a reasonable time, a copy of any other contract or grant, when in the opinion of the Director, the award of the other contract or grant may affect the costs being paid or reimbursed under this Contract.
- 3.36.3 If County determines that the award to the Contractor of such other Federal or State contract or grant has affected the costs being paid or reimbursed under this Contract, County shall prepare a Contract Amendment effecting a cost adjustment. If the Contractor protests the proposed cost adjustment, the protest shall be construed as a dispute within the meaning of the "Disputes" clause contained herein.

3.37 ALTERNATIVE DISPUTE RESOLUTION:

- 3.37.1 After the exhaustion of the administrative remedies provided in the Maricopa County Procurement Code, any contract dispute in this matter is subject to compulsory arbitration. Provided the parties participate in the arbitration in good faith, such arbitration is not binding and the parties are entitled to pursue the matter in state or federal court sitting in Maricopa County for a de novo determination on the law and facts. If the parties cannot agree on an arbitrator, each party will designate an arbitrator and those two arbitrators will agree on a third arbitrator. The three arbitrators will then serve as a panel to consider the arbitration. The parties will be equally responsible for the compensation for the arbitrator(s). The hearing, evidence, and procedure will be in accordance with Rule 74 of the Arizona Rules of Civil Procedure. Within ten (10) days of the completion of the hearing the arbitrator(s) shall:

3.37.1.1 Render a decision;

3.37.1.2 Notify the parties that the exhibits are available for retrieval; and

3.37.1.3 Notify the parties of the decision in writing (a letter to the parties or their counsel shall suffice).

3.37.1.4 Within ten (10) days of the notice of decision, either party may submit to the arbitrator(s) a proposed form of award or other final disposition, including any form of award for attorneys' fees and costs. Within five (5) days of receipt of the foregoing, the opposing party may file objections. Within ten (10) days of receipt of any objections, the arbitrator(s) shall pass upon the objections and prepare a signed award or other final disposition and mail copies to all parties or their counsel.

3.37.2 Any party which has appeared and participated in good faith in the arbitration proceedings may appeal from the award or other final disposition by filing an action in the state or federal court sitting in Maricopa County within twenty (20) days after date of the award or other final disposition. Unless such action is dismissed for failure to prosecute, such action will make the award or other final disposition of the arbitrator(s) a nullity.

3.38 VERIFICATION REGARDING COMPLIANCE WITH ARIZONA REVISED STATUTES §41-4401 AND FEDERAL IMMIGRATION LAWS AND REGULATIONS:

3.38.1 By entering into the Contract, the Contractor warrants compliance with the Immigration and Nationality Act (INA using e-verify) and all other federal immigration laws and regulations related to the immigration status of its employees and A.R.S. §23-214(A). The contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Contract. The Contractor and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the Immigration Reform and Control Act of 1986, as amended from time to time, for all employees performing work under the Contract and verify employee compliance using the E-verify system and shall keep a record of the verification for the duration of the employee's employment or at least three years, whichever is longer. I-9 forms are available for download at USCIS.GOV.

3.38.2 The County retains the legal right to inspect contractor and subcontractor employee documents performing work under this Contract to verify compliance with paragraph 3.38.1 of this Section. Contractor and subcontractor shall be given reasonable notice of the County's intent to inspect and shall make the documents available at the time and date specified. Should the County suspect or find that the Contractor or any of its subcontractors are not in compliance, the County will consider this a material breach of the contract and may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

3.39 VERIFICATION REGARDING COMPLIANCE WITH ARIZONA REVISED STATUTES §§35-391.06 AND 35-393.06 BUSINESS RELATIONS WITH SUDAN AND IRAN:

3.39.1 By entering into the Contract, the Contractor certifies it does not have scrutinized business operations in Sudan or Iran. The contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Contract.

3.39.2 The County may request verification of compliance for any contractor or subcontractor performing work under the Contract. Should the County suspect or find that the Contractor or any of its subcontractors are not in compliance, the County may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

3.40 CONTRACTOR LICENSE REQUIREMENT:

3.40.1 The Respondent shall procure all permits, insurance, licenses and pay the charges and fees necessary and incidental to the lawful conduct of his/her business, and as necessary complete any required certification requirements, required by any and all governmental or non-governmental entities as mandated to maintain compliance with and in good standing for all permits and/or licenses. The Respondent shall keep fully informed of existing and future trade or industry requirements, Federal, State and Local laws, ordinances, and regulations which in any manner affect the fulfillment of a Contract and shall comply with the same. Contractor shall immediately notify both Materials Management and the using agency of any and all changes concerning permits, insurance or licenses.

3.40.2 Respondents furnishing finished products, materials or articles of merchandise that will require installation or attachment as part of the Contract, shall possess any licenses required. A Respondent is not relieved of its obligation to possess the required licenses by subcontracting of the labor portion of the Contract. Respondents are advised to contact the Arizona Registrar of Contractors, Chief of Licensing, at (602) 542-1525 to ascertain licensing requirements for a particular contract. Respondents shall identify which license(s), if any, the Registrar of Contractors requires for performance of the Contract.

3.41 SEVERABILITY:

The invalidity, in whole or in part, of any provision of this Contract shall not void or affect the validity of any other provision of this Contract.

3.42 STRICT COMPLIANCE

Acceptance by County of performance not in strict compliance with the terms hereof shall not be deemed to waive the requirement of strict compliance for all future performance obligations. All changes in performance obligations under this Contract must be in writing.

3.43 NON-LIABILITY:

Maricopa County and its officers and employees shall not be liable for any act or omission by the Contractor or any subcontractor, employee, officer, agent, or representative of Contractor or subcontractors occurring in the performance of this Contract, nor shall they be liable for purchases or Contracts made by the Contractor in anticipation of funding hereunder.

3.44 SAFEGUARDING OF CLIENT INFORMATION:

The use or disclosure by any party of any information concerning an eligible individual served under this Contract is directly limited to the performance of this Contract.

3.45 NON-DISCRIMINATION:

The Contractor, in connection with any service or other activity under this Contract, shall not in any way discriminate against any patient on the grounds of race, color, religion, sex, national origin, age, or handicap. The Contractor shall include a clause to this effect in all Subcontracts inuring to the benefit of the Contractor or County.

3.46 EQUAL EMPLOYMENT OPPORTUNITY:

3.46.1 The Contractor will not discriminate against any employee or applicant for employment because of race, age, handicap, color, religion, sex, or national origin. The Contractor will take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, age, handicap, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, lay-off or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor shall to the extent such provisions apply, comply with Title VI and VII of the Federal Civil Rights Act; the Federal Rehabilitation Act; the Age Discrimination in Employment Act; the Immigration Reform and Control Act of 1986 (IRCA) and Arizona Executive Order 99.-4 which mandates that all persons shall have equal access to employment opportunities. The Contractor shall also comply with all applicable provisions of the Americans with Disabilities Act of 1990.

3.46.2 **The Contractor will** Operate under this agreement so that no person otherwise qualified is denied employment or other benefits on the grounds of race, color, sex, religion, national origin, ancestry, age physical or mental disability or sexual orientation except where a particular occupation or position reasonably requires consideration of these attributes as an essential qualification for the position.

3.47 RIGHT OF PARTIAL CANCELLATION:

If more than one service category (Work ~~Plan Statement~~) is funded by this Contract, Maricopa County reserves the right to terminate this Contract or any part thereof based upon the Contractor's failure to perform any part of this contract without impairing, invalidating or canceling the remaining service category (Work ~~Plan Statement~~) obligations.

3.48 RIGHTS IN DATA:

The County shall own have the use of all data and reports resulting from this Contract without additional cost or other restriction except as provided by law. Each party shall supply to the other party, upon request, any available information that is relevant to this Contract and to the performance hereunder.

3.49 INTEGRATION:

This Contract and the respondents' response represents the entire and integrated agreement between the parties and supersedes all prior negotiations, proposals, communications, understandings, representations, or agreements, whether oral or written, express or implied.

3.50 GOVERNING LAW:

This Contract shall be governed by the laws of the state of Arizona. Venue for any actions or lawsuits involving this Contract will be in Maricopa County Superior Court or in the United States District Court for the District of Arizona, sitting in Phoenix, Arizona

3.51 CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

3.51.1 The undersigned (authorized official signing for the Contractor) certifies to the best of his or her knowledge and belief, that the Contractor, defined as the primary participant in accordance with 45 CFR Part 76, and its principals:

3.51.1.1 are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or agency;

- 3.51.1.2 have not within 3-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- 3.51.1.3 are not presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and
- 3.51.1.4 have not within a 3-year period preceding this Contract had one or more public transaction (Federal, State or local) terminated for cause of default.

3.51.2 Should the Contractor not be able to provide this certification, an explanation as to why should be attached to the Contact.

3.51.3 The Contractor agrees to include, without modification, this clause in all lower tier covered transactions (i.e. transactions with subcontractors) and in all solicitations for lower tier covered transactions related to this Contract.

3.52 MEDIATION/ARBITRATION:

In the event that a dispute arises under the terms of this agreement, or where the dispute involves the parties to the agreement, a recipient of services under the terms of this agreement, it is understood that the parties to the dispute shall meet and confer in an effort to resolve the dispute. In the event that such efforts to resolve the dispute are not successful, the parties to the dispute will agree to submit the dispute to non-binding mediation before a mutually agreed upon and acceptable person who will act as the mediator. In the event that such non-binding mediation efforts are not able to resolve the dispute, the parties agree to submit the matter to binding arbitration wherein each party selects their own arbitrator and the two selected arbitrators meet and mutually agree upon the selection of a third arbitrator. Thereafter, the three arbitrators are to proceed with arbitration in a manner that is consistent with the provision of A.R.S. 12-1518.

3.53 CULTURAL COMPETENCY:

3.53.1 The Contractor shall meet **and comply with applicable standards of the federal Culturally and Linguistically Appropriate Services (CLAS) standards. The Contractor shall** ~~any and all federal standards on cultural competency and~~ develop and implement organizational policies that comply with **these federal standards. CLAS Standards are included in section 11 of the Ryan White Part A Program Policies Manual. Also see Exhibit 4.**

3.53.2 The Contractor shall recognize linguistic subgroups and provide assistance in overcoming language barriers by the appropriate inclusion of American Sign Language and languages of clients accessing care. ~~Also see Exhibit 4.~~

3.54 RYAN WHITE CAREWARE DATA BASE:

3.54.1 ~~The MCDWM&D MCWMD~~ requires the installation and utilization of HRSA-supplied Ryan White CAREWare software. **CAREWare is used for client level data reporting and monthly billing reports, demographic reports, and various custom reporting.** ~~for reporting purposes, to include quality management program reporting requirements.~~ The Contractor agrees to install, collect, and report all data requested by the MCDWM&D via RYAN WHITE CAREWare within **60** days of request by the MCDWM&D. The Contractor agrees to participate in technical assistance training and/or informational presentations for CAREWare at various times scheduled during the contract year.

- 3.54.2 ~~CAREWare is used for client level data reporting and is used for monthly billing reports, demographic reports, and various custom reporting. Samples of these reports can be found in sections 4-6 of the Ryan White Part A Program Policies Manual.~~
- 3.54.3 ~~The CAREWare software is supported by the Part A office for training and end user support. The eContractor is responsible for coordinating the installation of the CAREWare software with their internal information technology staff. CAREWare software is developed by HRSA and requires no licensing fees. The Contractor will be responsible for the cost of Virtual Provider Network (VPN) cards for each user within their organization.~~
- 3.54.4 **The Ryan White Part A office will provide technical assistance to eligible applicants for the implementation, configuration and end user support for the CAREWare database. In addition, technical assistance is made available to eligible applicants to integrate CAREWare with proprietary in-house billing systems on an as needed basis to minimize data entry efforts needed to report client level demographic and service related data.**

~~The CAREWare software and central database are explained in sections 4-6 of the Ryan White Part A Program Policies Manual.~~

3.55 IMPROPRIETIES AND FRAUD:

- 3.55.1 The contractor shall notify ~~MCDWM&D~~ **MCWMD** in writing of any actual or suspected incidences of improprieties involving the expenditure of CARE Act funds or delivery of services. This will include when potential or current clients receive services, or attempt to receive services, for which they are ineligible. Notification is also required whenever acts of indiscretion are committed by employees that may be unlawful or in violation of this contract. Notification to ~~MCDWM&D~~ **MCWMD** shall occur in writing within 24 hours of detection.
- 3.55.2 The Federal Department of HHS Inspector General maintains a toll-free hotline for receiving information concerning fraud, waste, or abuse under grants and cooperative agreements. Such reports are kept confidential and callers may decline to give their names if they choose to remain anonymous.

Office of Inspector General
TIPS HOTLINE
P. O. Box 23489
Washington, D. C. 20026
Telephone: 1-800-447-8477 (1-880-HHS-TIPS)

- 3.55.3 The Contractor shall be responsibility for any loss of funds due to mismanagement, misuse, and/or theft of such funds by agents, servants and/or employees of the Contractor.

3.56 ADHERENCE TO ~~MCDPH~~ **RYAN WHITE PART A** POLICIES:

- 3.56.1 Contractor shall adhere to all ~~MCDWM&D~~ Ryan White Part A Program Policies. Such policies are referenced in the ~~MCDWM&D~~ Ryan White Part A Program Policies **and Procedures Manual**. See link found on cover page.

3.57 REFERRAL RELATIONSHIPS:

Contractors must have documented evidence to substantiate referral relationships on an ongoing basis consistent with HRSA guidance regarding "Maintaining Appropriate Referral Relationships" available from the ~~MCDWM&D~~ upon request.

3.58 POLICY ON CONFIDENTIALITY:

- 3.58.1 The Contractor understands and agrees that this Contract is subject to all State and Federal laws protecting client confidentiality of medical, behavioral health and drug treatment information.
- 3.58.2 The Contractor shall establish and maintain written procedures and controls that **ensure the confidentiality of client medical information and records.** ~~comply with Arizona Administrative Code (A.A.C.) R9-1-311 through R9-1-315 regarding disclosure of confidential medical information and records. No medical information contained in Contractor's records or obtained from County, or from others in carrying out its functions under this Contract shall be used or disclosed by Contractor, its agents, officers, employees or subcontractors except as is essential to the performance of duties under this Contract or otherwise permitted under applicable statutes and rules. Disclosure to County is deemed essential to the performance of duties under this Contract. Neither medical information nor names or other information regarding any person applying for, claiming, or receiving benefits or services contemplated in this Contract, or any employer of such person shall be made available for any political or commercial purpose. Information received from a Federal agency or from any person or provider acting under the Federal agency pursuant to Federal law shall be disclosed only as provided by Federal law.~~
- 3.58.3 **The Contractor shall maintain and document employee and direct service provider training on their organization's policies and procedures related to client confidentiality.**
- 3.58.4 In accordance with Section 318 (e)(5) of the Public Health Service Act [42 U.S.C. 247c(e)(5)], no information obtained in connection with the examination, care or services provided to any individual under any program which is being carried out with Federal monies shall, without such individual's consent, be disclosed except as may be necessary to provide services to such individual or as may be required by laws of the State of Arizona or its political subdivisions. Information derived from any such program may be disclosed (a) in summary, statistical, or other form, or (b) for clinical research purposes, but only if the identity of the individuals diagnosed or provided care under such program is not disclosed. The Contractor shall comply with the provisions of A.R.S. § 36-663 concerning HIV-related testing; restrictions; exceptions and A.R.S. § 36-664 concerning confidentiality; exceptions, in providing services under this Contract.
- 3.58.5 Confidential communicable disease related information may only be disclosed as permitted by law, and only consistent with the **current MCDWM&D Ryan White Part A Program Policies and Procedures Manual.** ~~See link found on cover page.~~

3.59 EQUIPMENT:

- 3.59.1 All equipment and products purchased with grant funds should be American-made.
- 3.59.2 The title to any and all equipment acquired through the expenditure of funds received from County shall remain that of the Department of Health and Human Services, Health Resources and Services Administration. County must specifically authorize the acquisition of any such equipment in advance. Upon termination of this Contract, County may determine the disposition of all such equipment.
- 3.59.3 The Contractor agrees to exercise reasonable control over all equipment purchased with capital outlay expense Contract funds. All equipment lost, stolen, rendered un-usable, or no longer required for program operation must be reported immediately to County for disposition instructions. The Contractor shall report the physical inventory of all equipment purchased with contract funds within sixty (60) days of receipt of such equipment.

3.60 LAWS, RULES AND REGULATIONS:

The Contractor understands and agrees that this Contract is subject to all State and Federal laws, rules and regulations that pertain hereto.

3.61 FORMAT AND CONTENT (WHAT TO PROVIDE-APPLICANT):

To aid in the evaluation, it is desired that all proposals follow the same general format. The proposals are to be submitted in binders and have sections tabbed as below (Responses are limited to no more than 15 pages of narrative, single sided, 10 point font type)

3.61.1 Letter of Transmittal (Exhibit 2)

3.61.2 **Narrative – Provide a brief narrative (not to exceed 15 pages), fully describing your organization, and the personnel assigned to this service category and how you plan on meeting the needs of the plwh/a population.**

Provide a brief response to each of the sections listed below:

- **-Targeted population**
- **-How Ryan White funds will be utilized to keep plwh/a in care.**
- **-How your organization will work within the HIV/AIDS community to provide coordinated care to eligible clients**
- **-Your agency's experience with infectious disease.**
- **-Other funding used by your agency to care for plwh/a**

3.61.3 Completed Application Form (Attachment A), including any applicable proof of licensing, certifications, etc., as requested. In the event that any given section is not applicable to the service you/your company are offering a proposal response to, the section shall be noted as N/A (not applicable).

3.61.4 Pricing and Budget Form (Attachment B)

3.61.5 Work Plan (Attachment C), fully completed, without exception.

3.61.6 Agreement/Signature Page (Attachment D) inclusive of vendor/applicant portion completed and signed.

3.62 EVALUATION OF PROPOSAL – SELECTION FACTORS:

An Independent Review Panel (IRP) shall be appointed, at the direction of the MATERIALS MANAGEMENT DIRECTOR, and chaired by the Materials Management Department to evaluate each Proposal and prepare a scoring of each Proposal to the responses as solicited in the original request. At the County's option, proposing firms may be invited to make presentations to the IRP. Best and Final Offers and/or Negotiations may be conducted, as needed, with the highest rated Respondent(s). **Proposals will be evaluated on the following criteria which are listed in order of importance and determine the acceptability of each respondent's proposal. (PROPOSALS SHALL BE EVALUATED AS ACCEPTABLE OR NOT ACCEPTABLE BASED ON THE FOLLOWING CRITERIA).**

3.62.1 Agency's approach and philosophy and how it relates to the service delivery goals as outlined in the 2006-2009 Phoenix EMA Comprehensive Plan. The goals that apply to service delivery are:

3.62.2 Goal 1: Improve delivery of core services and other services to populations with the greatest needs.

- 3.62.3 Goal 2: Improve entry into care by streamlining the eligibility process.
- 3.62.4 Goal 3: Identify individuals who are aware of their HIV status and are not in care, and facilitate their entry into care.
- 3.62.5 Goal 4: Improve access to services through multiple approaches.
- 3.62.6 Goal 5: Provide a continuum of HIV/AIDS services that is culturally and linguistically appropriate.
- 3.62.7 Goal 7: Improve the integration and coordination among care services and between HIV care and prevention.
- 3.62.8 Agency's proven skills and technical competence, including all subcontractor agreements proposed.
- 3.62.9 Staff qualifications and credentials
- 3.62.10 Proposed budget inclusive of unit of service cost(s).

3.63 RESPONDENT REVIEW OF DOCUMENTS.

The Respondent shall review its Proposal/Response submission to assure the following requirements are met.

- 3.63.1 **Mandatory:** One (1) original hardcopy (labeled), three (3) hardcopy copies of their proposal/response, inclusive of all required submissions, and one (1) electronic copy of all required submittal documents, on a CD (**no pdf files, excepting those which demand a signature with submission**)
- 3.63.2 **Mandatory:** Attachment "A", Application
- 3.63.3 **Mandatory:** Attachment "B", Pricing and Budget Agreement; and
- 3.63.4 **Mandatory:** Attachment "C", Work Plan
- 3.63.5 **Mandatory:** Attachment "D", Signature/Agreement Page
- 3.63.6 **Mandatory:** Narrative as defined in Section 4.58.2 above
- 3.63.7 **Mandatory:** Letter of Transmittal (Exhibit 2)

3.64 **VENDOR REGISTRATION:**

All applicants/respondents shall be registered as a vendor with Maricopa County. No contract awards can be made to a applicant/respondent who has not successfully completed vendor registration. See Exhibit 1 Vendor Registration Procedures.

NARRATIVE

THE HISTORY OF AGAPE Network

In the spring of 1988, 8 people with two Phoenix Metropolitan Community Churches (MCC) joined together due to the concerns about the unmet nutritional needs of those living with AIDS. They knew that many of the persons living with AIDS (PLWA) could not afford to eat properly because they had been fired from their jobs. Many were too ill to work or had incomes below or at poverty levels. The group believed Jesus was calling them to "feed my sheep". (John 21:15-17)

From the start, free lunches were provided weekly with social time and table games played after the lunch. Oasis and Gentle Shepherd MCCS were involved and formed a Board with equal organizational votes. A vision was held of involving other churches and individuals to work together in this ministry. By October 1, 1988, AGAPE Network was incorporated with the State of Arizona as a non-profit organization.

AGAPE responded to community and individual needs and began to offer more services. It became apparent that some people were too ill to come to the lunches and the group began to provide 3 food boxes a month to these clients. That number rapidly increased to 12, then 20 and included 5 food boxes provided monthly to Phoenix Shanti for their clients. Emergency food boxes were also provided. Volunteers held fundraisers and churches donated funds to help buy the needed food. Volunteers provided speaker to High Schools and other organizations. Workshops were held on AIDS and dealing with death and dying. Volunteers made over 100 hospital visits and assisted 8 families with their Memorial services. By 1990, volunteers were preparing meals and packaging them in container for microwaving for clients who were too weak to cook and had no one to help them. People donated a freezer for the storage of these meals. Volunteers delivered 1-2 weeks of meals as needed to a few clients.

By 1991, AGAPE had become involved with the Walk for Live, enlisting walkers and staffing an information table. It affiliated with St. Mary's Food Bank's Food Care Program and its' members worked with Volunteers in Direct Aid (VIDA) and the Joshua Tree Feeding Program for their clients' Holiday party. Microwaves were donated and loaned to clients who did not have one of their own and needed to utilize our delivered meals. Raffles, bingo, bake sales and yard sales were held to raise the money needed to buy the increasing number of food boxes and meals. When able, AGAPE also helped with clients' medication costs and insurance premiums as this assistance was not available elsewhere yet.

By 1992, AGAPE was providing 25 food boxes a month to clients. The members were beginning the paperwork process necessary to achieve Federal 501(c)(3) status. Oasis MCC remained involved with the group but Gentle Shepherd MCC withdrew its formal participation. A group of individuals joined AGAPE. Augustana Lutheran Church was supportive and AGAPE sought closer ties with them.

In February 1993, AGAPE Network was granted 501(c)(3) status. AGAPE participated in the Walk for Life planning, served on the Steering Committee and received Walk proceeds. Mike Norman, a Board member, worked with the Deaf Club and hearing impaired clients until his death from AIDS. Volunteers presented several seminars and staffed information tables at schools. The number of monthly food boxes increased to 30 and there was a four-fold increase in the number of frozen meals delivered. The Luncheon program moved to Augustana Lutheran Church in October. Christmas gifts were provided to clients through cooperating groups.

In 1994, AGAPE began to provide food boxes to the Shanti Houses. The number per month increased to 45, then 50. 100 to 150 frozen meals were being provided a month. 20 to 40 persons ate lunch weekly, despite problems finding luncheon coordinators due to work schedules and illness. The Lesbian and Gay Community Center donated space and power for our freezers. Aunt Rita's Foundation provided a grant which supplemented fundraising efforts. AGAPE volunteers provided nutritional information and a workshop at Arizona State University. We also sponsored a workshop on Burnout/AIDS/and Stress Management. Volunteers participated in World AIDS Day events and AIDS candlelight memorial services, AGAPE Network, Malta Center and Joshua Tree Feeding Program joined together to form a coalition called Coalition of Meal Providers (C.O.M.P.) in August to share resources and seek funding.

In 1995, AGAPE staffed a table and participated in two days' activities in February while the AIDS Memorial Quilt was on display at the Phoenix Civic Center. Easter and Christmas meals were provided at Augustana Lutheran

Church. Oasis MCC closed. The AGAPE Board now became a group of individuals rather than agency representatives. Volunteers attended Maricopa County Coalition of AIDS Providers (MCCAP) meetings to make known the need for nutritional services. We provided special low fat and liquid meals when this need arose. Toilet articles were included in some of the 60 food boxes we now supplied each month.

Agencies helped us provide clothing and toys for involved children. The Camelback Business and Professional Association donated food. The Junior League began to help with regular deliveries. The agencies that helped with food, money and appliances were The Phantom of The Opera Production Company, Arizona Gay Rodeo Association, Paradise Valley Life Care Center and We Rent Appliances.

By 1996, AGAPE became an all volunteer Agency. It was a voting member of The Arizona AIDS Foundation (AAF). It was providing 75 food boxes and 175-200 frozen meals a month. With MCC's help, 45 Easter hams were provided to clients. Nutritional handouts are provided to clients. Four of the founding members remained with AGAPE. Ryan White Title I funding was received. We were participating in the Walk for Life at committee levels. Christmas gifts for our clients were donated by The Community Church of Hope, Gentle shepherd MCC, Healing waters Ministry and Augustana Lutheran Church.

In January 1997, the number of food boxes had increased to 80 per month. The Hot Lunch Program continued at Augustana. The Lunch program operated from September to the end of May. There were 868 lunches served, 126 take home meals and 310 meals provided to the Frozen Meal program. The Shepherd Foundation provided gifts for the children of our clients each month and Phoenix Light of the Lamb Christian Church also provided food items for our clients. Volunteers continued to assemble and deliver the food boxes. AGAPE Board members and volunteers participated in many community activities during the year. Some of the activities were A.S.U.'s Spring Volunteer Fair, Aunt Rita's 97 Auction and Bake Sale, Phoenix College Living and Grief Conference and the Gay Pride Festival. Our Articles of Incorporation were revised.

1998 saw AGAPE continuing to be affiliated with the Food Care Program of St. Mary's Food Bank. Additional food commodities were now provided by the United Food Bank in Mesa. The demand for our services necessitated the need for a larger facility. The number of food boxes had increased to about 100 per month. After making a search for donated space, we finally had to lease a unit in a office complex to do the food boxes. The Hot Lunch Program continued to be held at Augustana Lutheran Church providing meals to approximately 30 persons each week. Pride Movers agreed to transport the food from St. Mary's Food Bank to our facility at no cost. Board members and our volunteers continued to be active in many community activities and fundraisers during the year. Several Phoenix Churches assisted in providing a quantity of gifts for our clients at Christmas.

1999 saw AGAPE having to expand the space needed and another unit was leased with access provided between the two units. We continued to provide about 100 regular and emergency food boxes a month and the hot lunch program continued at Augustana. Volunteers still serve on the Board of Directors and assemble and deliver the food boxes. Volunteers In Direct Aid (VIDA) donated a refrigeration to us. Several food drives were held by various organizations to stock our pantry. We participated in the AIDS Walk for Life, the Great Human Race, Phoenix College's AIDS Awareness Day and the Thanksgiving dinner at Trinity Cathedral. Helped staff several C.O.M.P. fundraising events and obtained and sold Red Ribbon Crosses pins as a fundraiser.

Also, in 1999 saw AGAPE completing our 6th year with St. Mary's Food Bank and their Food Share Program. We were able to buy food boxes for \$14.00 containing approximately \$35.00 of food. The United Food Bank in Mesa provides additional food commodities to supplement our food box program.

2000 saw the Shepherd Foundation giving support to our Clients' children by providing monthly gift bags, school supplies and Christmas gifts. Phoenix Unified Gay Bowling Alliance (PUGBA) provided food, toiletries and financial assistance. AGAPE staffed information tables at the Great Human Race and AIDS Walk Arizona. In January, AGAPE started providing a second food box to our Clients on the 1st Saturday of the month. Clients had to pick this food box up. On the 3rd Saturday, the food boxes are either picked up or delivered.

The number of food boxes increased during 2001 to approximately 180 boxes being delivered and 50 being picked up on the 1st Saturday. With a grant from the Nina Mason Pulliam Charitable Trust, AGAPE was able to purchase commercial grade refrigerator, freezers and steel shelving. A van had to be rented to pick up the food for the 1st Saturday food boxes. The current drug "cocktail" treatments well as more available resources seemed to reduce the demand for the frozen meal program so it was discontinued. Due to the decreasing participation of our Clients in the Hot Luncheon program necessitated closing the program. We participated in AIDS Walk Arizona.

In 2002, the need for our food boxes increased to about 60 on the 1st Saturday and 200 on the 2nd Saturday. Additional food and financial assistance was received from the Bowling Leagues, the Arizona Gay Rodeo Association (AGRA) and Gentle Shepherd MCC. Besides the food and financial help, Gentle Shepherd raised funds and donated turkeys for our Clients for Thanksgiving. AGAPE participated in the AIDS Walk Arizona and the first annual Rainbows Festival.

During 2003, the total number of food boxes provided each month rose to about 250. With a grant from Broadway Cares/Equity Fights AIDS, Inc. another refrigerator was purchased. Food and financial donations continued to be received from numerous Businesses, Organizations and Churches.

2004 saw AGAPE completing our 11th year with St. Mary's Food Bank through their Food Care Program and United Food Bank continued to provide commodities to supplement our food boxes. AGAPE Board members and volunteers helped at the AGRA Rodeo.

A major change was made in AGAPE's 2005 operations as the food box distribution days were changed to the 1st & 3rd Fridays from the 1st & 3rd Saturdays. This move meant the Pride Movers were no longer able to pick up the food from St. Mary's Food Bank. This resulted in having to rent a truck to pick up the food. AGAPE participated in the first Aunt Rita's SavorLife Dinner Fundraiser and received a portion of the funds that were raised.

During 2006, AGAPE started purchasing our produce from Willie Itule Produce, Inc. as the produce received with the food box purchased from St. Mary's Food Bank as that produce no longer met the needs of our clients.

2007 saw another change in AGAPE's operations. The AGAPE Board which includes our staff discussed at length, the fact we were giving out a St. Mary's food box (which although it met criteria) never varied. We talked with many of our clients who were underweight and found the constant repetition diminished their appetite. It increased our work appreciably, but we were glad to accept the added work, in order that variety would be available to our clients. Arrangements were made with Fry's Food & Drug stores to be able to purchase their sale items in case lots at the sale price. Except for the produce, Fry's provides all of the other food items for the boxes. With funds received from the Murray Trust another 2 door freezer was purchased. With a donation of a 1994 Ford van by Community Tire & Automotive Service, AGAPE no longer had to rent a van or use Board member's or volunteer's vehicles to pickup our food.

The present time finds us occupying 4 units at 2425 E. Thomas Road, Phoenix where we have been for 7 years.

This past year we have updated our technology to be part of CAREWare. In the past year, we have increased to 325 food boxes a month.

Food box day which is the 1st and 3rd Friday of the month starts at 6 am. Volunteers arrive and the food is assembled and bagged for our clients.

We have a nutritionist who comes once a month, to address any problems the clients may have. We follow precisely the nutritional pyramid. We offer diversity of kind of food so our clients are now gaining weight and are pleased with their food boxes.

An average food box consists of about 5 lbs of frozen meat items, approximately 10 cans of vegetables, fruits, soups and canned meals, dry milk and at times, dry pasta with produce such as potatoes, onions, fresh fruit and packaged fresh vegetables.

Our clients' ages range from young children to elders. Their conditions also range from HIV positive to full blown AIDS.

To be eligible for our service, clients must show proof of having been tested for HIV/AIDS and showed positive. They must also show 2 proofs of residency and 1 proof of income. At present, we are servicing Maricopa County only.

The mission of AGAPE Network is to meet the nutritional needs of individuals and families infected with and affected by HIV/AIDS. AGAPE collaborates with other Valley Metro organizations to provide direct and/or referral

services in an effort to meet the nutritional, physical, spiritual, emotional, social and educational needs of those infected with and affected with HIV/AIDS.

Preparation for AGAPE's food box takes into account the fact that the nutritional needs of our clients are high. How this transpires, is that the Food Box Director and the C.E.O. read the ads and select a variety of sale items. They work in close contact with our Treasurer who keeps our facts and figures current. The Food Box Director and C.E.O. are responsible for keeping an overall list – so variety abounds. It is such a blessing that a nutritionist is provided to us. She has been pleased to see that due to the variety all but 2 of our clients have gained weight. They are being provided liquid supplements and vitamins by her and we are buying foods which are easy to fix, high in nutrition and things they like.

Skills of our staff include:

The C.E.O. has 30 years of experience as a Psychiatric Registered Nurse and Director of Nursing. She also has 7 years as a licensed clergy. She holds a Masters in Theology and a BSN in nursing. She began caring for AIDS victims in 1986.

The Food Box Director is retired from working as a Hearing Judge for Social Security in the State of California.

The Treasurer served 13 years in the Air Force in the Accounting & Finance field and is retired from the U.S. Postal Service.

Between us, we have a deep camaraderie and passion for caring for those infected/afflicted by HIV/AIDS.

Our Board has an eminent physician whose specialty is the care of AIDS persons, a marketing research person, a teacher educator who travels helping teachers who have problems and the Secretary has a background as an operations manager.

Resume

Rev.Terese E. (Bonnie) Ott (C.E.O.)

1936	Born...Cincinnati, Ohio
1941-1954	Education..Elementary-High School
1954 -1959	Manager Tru -Value Dress Shop
1960-1963	Manager W.T.Grant
1964-1967	Interior Decorating-Merlyn's
1968-1970	Certified Nursing Assistant
1970-1972	Paramedic Squad Chief-Orient State
1972	Graduate Associate Degree Registered Nurse Program American River College, Sacramento, California
1975	Graduate Diploma Nursing Program Christ Hospital, Cincinnati, Ohio
1977	Graduate Bachelor's Program BSN University of Cincinnati, Ohio
1975-1978	Charge Nurse Fairfield Nursing, Ohio
1978 -1980	Director of Nurses Columbus Doctors Hospital
1980-1982	Director of Nurses Nelsonville Doctors Hospital
1982-1985	Director of Nurses Psychiatric Facility, Athens, Ohio
1985-1990	Sacramento Locked Psychiatric Facility Sacramento, California
1990-1995	University of California at Davis Medical Center Sacramento, California
1986-1995	Volunteer Chaplain for AIDS Unit UCD Sacramento, California
1992-1995	Completion of UCD Chaplaincy Program Certification
1995-1998	Director of Adrian Unit

	Dominican Hospital Santa Cruz, California
1998-1999	University of Berkeley Masters in Nursing Berkeley, California
1999-2002	Pacific School of Religion Masters of Theology Berkeley, California
2002	Ordination as Reverend Metropolitan Community Church
2002-2004	Assistant Pastor Cathedral of Promise Sacramento, California
2004-2007	Co-Pastor Gentle Shepherd Phoenix, Arizona
2007-2009	Chief Organizational Officer AGAPE Network Phoenix, Arizona

I have also had 7 children. One of whom is deceased.

I have accumulated over 3000 hours of continuous education (CE's) in all manner of diagnosis. I began my work with AIDS in 1986 while working in Sacramento.

There was not a chaplain to service the afflicted/infected clients. I was trained for and filled this position. That was where my caring for those neglected began.

Working at AGAPE gives me a chance to improve their quality of eating, (even if only a little) and to bring a bit of joy and surprise into their lives.

Resume

Helen A. (Tory) Stanley (Food Box Chairperson)

1945-Born in Wisconsin.

1950-62 Attended 12 years of education, elementary and High School in Wisconsin.

1963-67 Houston, Texas. Relief person for donut shop, all shifts at different locations. Fish tank glazer for Freeland's Pet and Aquarium Shops.

1967-71 Oxnard and Carpinteria, California. Working on special government contracts in the electronics field.

1972 Received AA degree, Ventura Jr. College, Ventura, California.

1972-80 Los Angeles, California. Various clerical and supervision positions within the Dept. of Health, State of California. Supervised up to 250 people in clerical positions. Planned office events and picnics with menu and food purchases for up to 600 people.

1980 Bachelor of Science degree. California State University, San Fernando Valley, California.

1980-82 D.E.A., State of California. Analyst reviewing and approving Social Security disability cases. Supervisor of 10 analysts and two medical doctors.

1982-84 Received certification degree for Administrative Law Judge. St. George School of Law. Sacramento, California.

1982-86 Administrative Law Judge, Los Angeles, California.

1986-94 Senior Administrative Law Judge, Los Angeles, California.

1994-2000 Senior Administrative Law Judge, Roseville, California.

2000 Retired

1997-2004 Board Member, MCC Cathedral of Promise Church. Managed the church gift shop. In charge of building and grounds. In charge of fundraising. Member of the choir, usher and help with sound system.

2004-2008 Gentle Shepherd Metropolitan Community church Phoenix, Arizona. Office Administrator. In charge of all office functions. Set up and organize files. Set appointments and meetings for the Pastors. In charge of Sunday Hospitality, welcoming new people, serving refreshments or meals for 40+ people. In charge of quarterly bulk mailings.

2006-2008 AGAPE Network. Volunteer preparing food boxes.

2007-2008 AGAPE Network. Member of the Board. Secretary of the Board, taking minutes of meetings and correspondence. Assisting with fundraising.

2008-Present AGAPE Network. Member of the Board. Secretary and food Box Chair. Plan nutritionally balanced meals, observing the pyramid of nutrition. Shop and purchase all food for approximately 350 food boxes for clients. In charge of volunteers. Deliver emergency food boxes.

JAMES LYLE CHAMBERS

2758 W. Sahuaro Drive, Apt. 36-102
Phoenix, AZ 85029-4523

Telephone: 602-973-4743

Cell: 602-622-0802

Fax: 602-844-6771

E-mail: jameslyle@cox.net

Resume

Born: 25 April 1931 in Bayard, Nebraska

Attended Bayard City Schools and graduated May 1949

Attended Hastings College, Hastings, Nebraska – September 1949 to May 1950

Enlisted in the U.S. Air Force in July 1950 and was discharged in May 1963

Worked in the Accounting & Finance field during my Air Force career

While serving in the Air Force and besides stateside duty, was stationed in Korea, France and with the Air Attaché Office at the American Embassy in Brazzaville, Republic of the Congo.

Worked in the Mortgage Loan Department at Republic Savings & Loan in Washington, D.C.

Did real estate settlements and bookkeeping for a Lawyer in Washington, D.C.

Worked in the Auditor's Office, Ambassador Hotel in Washington, D.C.

Second full-time employee at Standard Federal Savings & Loan in Gaithersburg, Md.

Worked in the Accounting Department at King Resources, a gas and oil exploration Company, in Denver, CO handling employee expense reports

Went back to Standard Federal Savings & Loan in Gaithersburg, MD

Did the accounting work for a construction company owned by the Vice President of Standard Federal Savings & Loan

Was hired as a Temporary Employee at the Gaithersburg U.S. Post Office in December

1976. Became a full time employee in January 1977. Work as a clerk which included being a Window Clerk and retired in December 1989 from the Littleton, CO Post Office.

Was a member and served as Treasurer of the Littleton Local of the American Postal Workers Union

Currently a member of and have served as Secretary of Union Lodge #1, I.O.O.F. ,Jefferson Encampment #15, I.O.O.F. and Clerk of Canton Rogers #1, P.M., I.O.O.F. in Denver, CO

Served as a Trustee of Union Lodge #1, I.O.O.F.

Served as a Steward and Treasurer of Casa de Cristo Evangelical Church in Phoenix for about 10 years.

Currently, Secretary/Treasurer of the Roadrunner Chapter #153, N.C.O.A. and Coordinator of the NCOA JROTC Award Program – Secretary since 1994 and Treasurer since 2000. Coordinator for 13 years

Currently, Treasurer of AGAPE Network and have served in that position since December 1966.

Have served as a volunteer and a Board member of VIDA.

Have served as a volunteer for AGAPE Network since May 1966.

Was a member of the Phoenix EMA Ryan White Planning Council for five years

Life member of Union Lodge #1, I.O.O.F., the N.C.O.A., the American Legion and the Air Force Sergeants Association

I.O.O.F. – Independent Order of Odd Fellows

N.C.O.A. – Non Commissioned Officers Association
VIDA – Volunteers in Direct Aid – A Phoenix AIDS Organization

We feel we already have fulfilled our need for qualified personnel. At this time we have various tasks allocated to each member of staff and volunteers. Clients are referred to us via phone, CAREWare and by fax. We occasionally have walk-ins. They are welcomed by the C.E.O. We sit at a table to be available for questions.

The client's paperwork is given to them and at completion is checked for eligibility. If they are not already in CAREWare they are entered. All clients are given a comp # for AGAPE, a file folder made with name, comp #, Dob, eligibility and date.

They are given a schedule with the phone number on it. They are to call by the Sunday before the Friday food box. If it is determined the person cannot pick up their food box (physical/transportation reasons) they are added to our delivery list.

The food Chairperson plans meals, orders the food, picks it up in our van. Only our produce is delivered from a Produce Company. The Food Service Director is responsible for taking messages left on our phone line and compiling a list to estimate weekly needs.

Our volunteers arrive the 1st and 3rd Wednesday and Friday between 6 am and 7 am. On Wednesday, they pack the first half of the allocated number of food boxes which consists of canned and dry foods. When FBC arrives back with van filled with canned fruits, vegetables and frozen meats, etc., the volunteers unload it into freezers and place the cans on shelves. The area is cleaned. On Friday morning, the second half of the canned and dry foods are packed. In addition, the fresh produce and frozen meat are placed in separate bags and placed into the refrigerator and freezer respectively. Overflow supply is kept in room 7 refrigerator and freezer. On Friday, when the client arrives, eligibility is verified they receive their food box of canned and dry foods, as well as the bags of produce and frozen meat. Confidentiality is always observed as well as all food handling precautions.

We also receive donations of canned goods, rice and beans from 2 churches. The rice and beans are carefully checked for expiration dates and added to our supply. The canned goods are also checked and we have an "extra goody" box in room 6 so they can take something extra. Our volunteers carry the bags/boxes to the client's vehicles. For those who take the bus, we have obtained canvas type carry bags and for our monthly clients we have been donated roll around suitcase/carryalls. Our volunteers are the basis of our group. We have a small group, but very efficient. When they arrive they each know their task and go immediately to work. The food for week is listed on the board so they know what should go into the boxes. We have reconfigured our area and it is highly efficient and organized. We rotate all canned and dry goods. Dented cans and boxes are returned to our provider for replacement. Everything is checked for current date. Our FBC keeps an inventory. She and I together plan our menus so that variety and nutrition are key. Our Treasurer keeps close track of all monies and has all bills paid in a timely manner.

AGAPE NETWORK MARKETING PLANS

1) Internet Marketing and E-mail Marketing

a) www.agapenetwork1.org

- i) Create new links on our website to all Ryan White Phoenix EMA Providers' websites.
- ii) Update verbiage describing our services provided via Ryan White Part A funding to maximize the effectiveness of internet search engines (Google, Yahoo, Ask.com etc.)
- iii) Encourage all Ryan White Phoenix EMA Providers to create links to our website via email and letters to all other agencies. Follow-up with phone calls if necessary.
- iv) Create new links on our website to other non-Ryan White agencies' websites in Maricopa and Pinal County that provide services to lower income individuals and families, especially other agencies that provide food services. This includes local government agencies such as Maricopa County, Pinal County and the State of Arizona (e.g., AHCCCS, DES, DPH, etc.) Also, encourage these agencies to provide links to our website.
- v) Encourage organizations that have been gracious fundraisers for us to create links and provide information about our services on their websites (e.g., Casa De Cristo, ECHO Magazine, Gentle Shepherd M.C.C., Community Church of Hope, etc.).

2) E-Mail based Marketing

- a) Open an account with ConstantContact.com to create and maintain a monthly newsletter that will be sent to

all Phoenix EMA Ryan White providers and all other non-RW providers including local government agencies. These letters will provide a tool to help keep our agency visible to all other agencies that can provide referrals to us for new clients.

- b) Utilize ConstantContact.com to distribute occasional electronic press releases to print, television, radio, and web-based media organizations and emails announcing our fundraising events.

3) Flyers and Brochures

- a) Re-design our program brochures to make them more attractive and effective. Our goal is to have our brochures re-designed by Fall 2009.
- b) Distribute brochures to key organizations that provide services to our current client base.
- c) Distribute brochures to all other organizations, Ryan White funded and non Ryan White funded, that provide services to lower income individuals and families, especially other agencies that provide food services. This includes local government agencies such as Maricopa County, Pinal County and the State of Arizona (e.g., AHCCCS, DES, DPH, etc.).
- d) Distribute brochures at all of our fundraising events.
- e) Distribute brochures via email to the above-mentioned targeted agencies.
- f) Distribute fundraising flyers along with our program brochures.

4) Community Outreach

- a) Schedule short meetings with key personnel at all Ryan White Part A provider agencies to discuss our services and emphasize the importance of referring their clients to utilize our services. Target agencies providing services to minorities and PW As not in service.
- b) Collect pertinent information on other non-Ryan White agencies (including local government agencies) in order to effect a marketing plan to raise awareness of our food service program outside of the RW agency community.
- c) Encourage established R W provider agencies that have no food service programs to start a food services program as a sub-contractor to Agape Network. Provide training and assistance to develop a food service program that meets all of the RW Part A policies and procedures.

5) Non-profit community organizations and other business organizations

- a) Fulfill the requirements to become a member of Arizona Alliance of Non-profits.
- b) Fulfill the requirements to become a member of Make A Difference, a Phoenix-based organization that links volunteers with community-service opportunities. Make A Difference matches volunteers to non-profit agencies that fit their lifestyles and civic concerns. This would help market Agape Network to communities that we target.
- c) Fulfill the requirements to become a member of both the Phoenix Chamber of Commerce, and also the Greater Phoenix Gay & Lesbian Chamber of Commerce.
- d) Ensure that we have current listings in all pertinent community and business organizations' directories describing our services and contact information.
- e) Continue our relationship with United Food Bank, while identifying ways to strengthen our ties in order to market our services and increase our donations.
- f) Continue with participation with the AIDS Walk and develop a strong presence in the HIV / AIDS service organization community in Arizona and the financial and organizational supporters of this community. Make the best use of all of the opportunities provided by this well advertised event in order to raise the awareness of our organization throughout Maricopa County.
- g) Fulfill the requirements to become a food provider participant of the Arizona Association of Food Banks.
- h) Identify additional non-profit and business organizations that would help strengthen our marketing strategies.

6) Develop New Marketing Skills

- a) Utilize training classes and tools provided by the Arizona Alliance of Non-profits to build and strengthen our current marketing plan.
- b) Request technical assistance from the AA's office to help develop and implement marketing plans, policies and procedures.
- c) Recruit a volunteer non-paid position of Marketing and PR coordinator to manage the development and implementation of his marketing plan.

ATTACHMENT A

SERVICE PROVIDER APPLICATION

Organization: AGAPE Network
 Address: P.O. Box 32778
 City: Phoenix State: Arizona Zip: 85064-2778
 Telephone: 602-234-6143
 Executive Director/CEO: Re. Terese E. (Bonnie) Ott
 Person completing this form: Rev. Terese E. (Bonnie) Ott Contact Telephone: 602-710-3828

Legal Status: ☒ Non profit 501-C3 ☐ Corporation ☐ LLC ☐ Partnership ☐ Other: _____

Years in Business: 21years

Maricopa County Vendor Registration Complete: ☒ Yes Vendor Number: W000007306

Number of paid staff (fte) in your entire organization: 3

Number of volunteer staff in your entire organization: 11

Do you meet the insurance requirements as described in Section 4.10 of this proposal: ☒ Yes ☐ No
 If no, will you be able to meet the requirements upon contract approval: ☐ Yes ☐ No

Audit Requirements as described in Section 4.22:

In compliance with OMB Circular A-102 ☒ Yes ☐ No ☐ N/A
 In compliance with OMB Circular A-110 ☒ Yes ☐ No ☐ N/A
 In compliance with OMB Circular A-122 ☒ Yes ☐ No ☐ N/A
 In compliance with OMB Circular A-87 ☒ Yes ☐ No ☐ N/A
 In compliance with OMB Circular A-21 ☒ Yes ☐ No ☐ N/A
 In compliance with OMB Circular A-133 ☒ Yes ☐ No ☐ N/A

If N/A on any please explain:

In compliance with the records retention policies as described in Section 4.31? ☒ Yes
 If no, describe how you will meet this contract requirement:

Do you have a written Equal Opportunity Employment Policy Section 4.45? ☒ Yes
 If no, describe how you will meet this contract requirement:

In compliance with cultural competency as described in Section 4.52 ? ☒ Yes
 If no, describe how you will meet this contract requirement:

Understand the requirements for using the CAREWare central database system as described in Section 4.53 ☒ Yes
 o
 If no, describe how you will meet this contract requirement:

In compliance with confidentiality policies as described in Section 4.57? ☒ Yes
 If no, describe how you will meet this contract requirement:

Do you receive grant funds for your programs: ☒ Yes
 If yes, please list who you receive the grants from and how long:
 Grant Fund 1: Macy's Since: 11/02/2002
 Grant Fund 2: Broadway Cares Since: 05/15/2002
 Grant Fund 3: Since:

Do you have a financial system in place that will allow you to separate income and expenditures related to each grant and general funds: ☒ Yes

ATTACHMENT A
SERVICE PROVIDER APPLICATION

If yes, Describe system:

AGAPE Networks Financial System uses the accounting module of the Power Church Plus software system for our accounting system. This program allows the assignment of special account numbers that allows for the tracking of all income and expenses. Backup paper documentation is required to substantiate all entries made in Power Church Plus.

Copies of the check request and journal entry forms (Income, Transfer of Funds and Journal Entry) are attached.

Income is substantiated with the receipt from Desert Schools Federal Credit Union showing the monies being deposited. Transfer of funds is substantiated with a print out from the E-Pal program of Desert Schools. Copies of the original documents for entries in Power Church Plus substantiate the journal entry. Receipts are required to substantiate all expenditures.

All checks require two signatures. A monthly Treasurer's report is made to the Board of Directors. It consists of a balance sheet, an income and expense statement and an addendum that is used to explain any item on the income and expense sheet.

Bank statements are reconciled monthly. Minimum funds are maintained in the checking account with the balance in a money market account which earns a higher dividend than does the membership savings.

Do you have a financial system in place that will allow you to perform third party billing to ensure that funds used under this contract are the payer of last resort? ☒ No

If no, describe how you would be able to implement a system for this:

We do not have a financial system in place for third party billing. We do not have any clients who are not on CAREWare and eligible for Ryan White services. We do not anticipate having any, but should the occasion arise, we would check Ryan White guidelines and seek advice from Maricopa County personnel to ascertain the correct way of pursuing this.

ATTACHMENT A
SERVICE PROVIDER APPLICATION
Executive Summary

Please respond with brief descriptions in each of these areas (i.e., your response should be a few paragraphs, not pages).

1. Describe the nature of your organization

Every month, AGAPE volunteers put together and deliver approximately 350 food boxes that contain enough fresh vegetables, fruits, meats and dry goods to prepare at least 15 meals that met the Federal RDA Guidelines. The organization purchases food in bulk from St. Mary's Food Bank and from Grocery and Warehouse Stores. Additional canned and dry goods are received through donations and other collaborative partners. When the boxes are assembled and ready for delivery the collective value of the food boxes range from \$35.00 - \$50.00 per box. The food boxes are delivered on the third Saturday of each month and boxes can be picked up on the first and third Saturdays. Emergency food boxes are available throughout the month.

AGAPE Network is an all-volunteer organization that is sustained using private donations, fund raisers, grants, money from AIDS Walk Arizona and Ryan White funding. All funds received are used to provide direct clients services. The Director of the Phoenix EMA has stated that because of how AGAPE is structured all expenditures incurred by AGAPE are to provide direct clients services.

Funding received from the Ryan White Title I Care Act and AIDS Walk Arizona has decreased over the last couple of years. However, AGAPE continues to get an average of 10 to 15 new referrals every month for food boxes.

Since AGAPE receives Ryan White funds, the Care Acts requires an anonymous survey to be completed by AGAPE clients once a year which is used by the Local Ryan White Planning Council to evaluate our services. Results of the survey have always indicated that those receiving our services rated AGAPE as the #1 food provider.

The funding received from the AIDS Walk Arizona and Ryan White has decreased this past year. The same level of service has been maintained due to strict control over expenditures outside of food and receipt of additional donations of money from organizations and individuals in the Phoenix area. AGAPE is reaching out to other local organizations for support and to increase the number of grants applied for.

The main financial strength of AGAPE is the strict control of our expenditures. The main financial weakness is not having sufficient funds to provide the space needed to be able to increase the number of clients serviced.

2. Provide your mission and vision statement

AGAPE's mission is to help men, women, children and families living with HIV/AIDS address their unmet nutritional needs. The organization incorporated in October of 1988 as an Arizona non-profit corporation when many people living with HIV/AIDS had been fired from jobs, were too ill to work, or had incomes below or at the poverty level. AGAPE received its 501(c)(3) tax-exempt status in February of 1993 and is Arizona's largest provider of home delivered food boxes to men, women, children and families infected with HIV/AIDS.

3. Describe what type of services your organization provides

AGAPE provides food to a severely disenfranchised population in Maricopa County; food box delivery reaches all of Phoenix, Scottsdale and the cities located west of the Phoenix Metropolitan area. AGAPE's clients are living below Federal poverty guidelines and are managing dietary requirements on incomes of approximately \$0-\$776.00 monthly.

ATTACHMENT A
SERVICE PROVIDER APPLICATION

AGAPE Network is to help all men, women, and children who are infected/affected by HIV/AIDS in Maricopa County address their unmet nutritional needs. The organization was incorporated in October of 1988 as an Arizona non-profit Corporation. Many HIV/AIDS persons had been fired from jobs; were too ill to work or had incomes below or at the poverty level. AGAPE received its 501(c)(3) tax exempt status in February 1993 and is Arizona's largest provider of home delivered food boxes to men, women, children and families infected with HIV/AIDS.

We are presently limited to providing to Maricopa County, but envision expanding our services to other Counties. We have moved forward into the computer age to better service clients. Arizona's income is shown to be one of the lowest nationally and lower income individuals are required to face rising food costs that are increasing twice as fast as income. These persons have no cushion to absorb these costs.

We especially wish to reach out to the community and attract new clients of all backgrounds. Those underserved are Latinos, African-Americans, Native Americans, the homeless, newly diagnosed HIV+ and their families.

Our mainstay of funding comes from Ryan White. We also receive grants from Broadway Cares for \$5,000 and Macy's for \$5,000. We receive funds from our participation in the Aunt Rita's Soiree and the AIDS Walk. We are presently also working with Imperial Court to solicit funds. One of our Board members has a background in Marketing and is going to utilize his skills to start getting AGAPE back into the community and public eye. We wish to attract more of the underserved as well as donations. We currently do an anonymous survey annually which is utilized by the local Ryan white Planning Council to evaluate our services. AGAPE has always been rated as the #1 food provider. We request and receive small donations with which we purchase toiletry items. We also request people save small bottles of shampoo and conditioner from their travels. For many, whose income is \$0 to \$1,000 annually, these are especially appreciated. We strive about every 6 months to give an extra bag with a few disposable razors and shaving cream, shampoo, conditioner and a bar of soap or shower gel. Ryan White monies are never used for these items.

Currently, we have 2 churches providing us with donations of bags of rice and/or beans. These are carefully checked for expiration dates. We have several families, who due to cultural preferences want their rice and beans always available. When we have left over odd cans of food and boxes, we put them in a box by the check out and clients are asked to take any they will use as extra items.

AGAPE strives to keep good working relationships with all our referral agencies and I feel we have accomplished this. We have in the previous year given food cards for Thanksgiving and Christmas totaling \$45.00 per household. We did this in place of a turkey or ham. The clients were ecstatic to have this extra income which could be used as they chose. This came from AGAPE's own personal funds. We have been informed May 1, 09 that we will again have turkeys for this so we can save our money.

AGAPE has progressed a lot this past year. The space we lease has been renovated for safety and for better utilization of working area. It has been painted and one room has been carpeted, at no expense to us. AGAPE has strived to make one room a homey space with table and chairs with donated silk flowers and donated pictures for the clients to sit and fill out paperwork. We always have small cold bottles of water to give out during our warmer weather. We also accept donations of wheel chairs, walkers and canes. We have found many needed these items. AGAPE also has received items such as bed protectors, boxes of sanitary napkins, adult diapers and baby wipes. When we hear of someone having continence problems, we offer these. AGAPE has also had pet food (both dog and cat) donated by those who know how much a pet means to those homebound by illness. We strive to provide holistic care to endeavor to improve our clients' quality of life.

In the past our fiscal agent was Southwest HIV/AIDS agency. Their handling of our needs was great and we were always in compliance. They have always gone the extra mile to be helpful. We are now confident that with assistance in the beginning we will be able to function independently. Maricopa County personnel has provided tremendous help for this procurement and has offered to be available for future questions. They are not just clients to us, but brothers and sisters whom we are privileged to serve.

ATTACHMENT A

SERVICE PROVIDER APPLICATION

Our nutritionist is provided and paid by Southwest HIV/AIDS. We have the compilation of nutrition records available to us and these are the statistics. They begin in May, 2008 and we chose to do May through August. In May 5 new clients were seen, four met goal, one did not. Four return clients were seen and handouts were given to one. BP was taken of two. Follow ups were planned for three. Vitamins were given to all persons. In June, two new clients were seen. Five met goals, four did not. A total of twelve had been seen. Vitamins were given to seven. Handouts were given. Four who did not meet goal were given copies of BRAT diet due to digestion problems. In July there were three more new, three who met goal, two did not. Feedback from clients had begun filtering in stating their appreciation of the nutritionist. Her presence is so appreciated, as she is pleasant and very knowledgeable and the clients really care for her. In August ten clients were seen, two of whom were new; six met the goal. These four months were typical of clients needs. Main needs are weight loss, malabsorption, cachexia, diarrhea, severe underweight, new med problems and appetite loss. Our nutritionist has even written us a letter of reference stating that in the year she has worked at our facility so she could observe our food boxes. She feels they "receive an exceptional quality of food." She also referred to the "good quality protein sources in the form of lean chicken and quality ground beef. The clients give only positive comments regarding the food boxes. " She feels AGAPE has a higher number of clients at or near their ideal body weight. She feels this is due to the good food and greater variety.

The latest available "2000, *The State of Housing in Arizona*" (Arizona Housing Commission) states Arizona's average income is one of the lowest nationally and lower-income individuals and families are required to confront cost of living increases that are rising twice as fast as incomes. People, who are homeless, HIV/AIDS infected and on fixed incomes (Social Security, Disability, etc.) have no cushion to absorb cost of living increases and still manage basic nutritional needs.

Program Accomplishments and Achievements

There has been a lot accomplished since we began in 1988. From the first three persons and a handful of volunteers it has over 21 years expanded to 325-350 approximately with 11 extremely devoted volunteers and 3 staff. We now occupy 4+ rooms at 2425 E Thomas rd. which have been configured and reconstructed to better suit our needs for assembly. This is not a primary focus, but has given us a client space.

There is a room in which they can fill out forms, a comfy place for those who arrive and are exhausted. The changes were made also so that when the cold or rainy weather is present, we can bring them inside to stand or sit on folding chairs. With their immune systems being so compromised, we need to keep them warm and dry. When our temperatures soar, once again they need to be inside where it is cooler and we can offer bottles of water to them.

Our goals are client service, client satisfaction and client health. We see each as an individual with specific needs. Our nutritionist always suggests things which will entice them to eat. We constantly strive for diversity in foodstuffs so the boredom of repetition doesn't set in. One of our barriers is that we could use another freezer. As numbers grow our freezers are becoming inadequate. The clients like the whole chickens especially which require a lot of space, but also provide many meals. Their very favorite thing is pizza. These require quite a bit of storage, but our dietician assures us its nutritionally sound.

We are planning to have our marketing person develop a plan, utilizing our two churches and our affiliation with the greater phoenix Imperial court. We plan to have specifics in place by July and a new freezer by January 1, 2010.

Technical assistance is unbelievably helpful. They take the time needed to walk you through the process. Julie Young makes herself available for any other problems.

Southwest HIV/AIDS has come to visit and Libby Hunt is always helpful. Maricopa County's help is awesome. I have yet to have a need they haven't tried to assist with. Rose has proved to be a great new source of vitality and knowledge and those around her pick up her positive attitude.

ATTACHMENT A
SERVICE PROVIDER APPLICATION

Our other funding, Broadway Cares for \$5,000 and Macy's for \$5,000 is used for general fund.

Our goals are simple; to attain the freezer we need and be more present in the community happenings; to increase our client number and to be totally on top of our paperwork. Another of our goals which is almost met, is changing to once a month for those who prefer this method. It saves gasoline and time for many clients' nutritional needs.

HIV/AIDS persons have unique increased nutritional needs. This is not only complicated by the disease itself but also other factors. Their mental health status, poverty, lack of knowledge about nutritional needs, drug and alcohol usage, medical treatments, pharmaceuticals and opportunistic infections. Our goal is to provide nutritionally balanced meals taking into account their food preferences. AGAPE has several clients with very special needs. Religious preferences preclude use of pork products for a few of our clients. So we plan for utilization of other sources high in protein. We have a few without microwaves so planning for them is also completed. We have vegetarians and we strive to have soy meatless products available as well as tuna. The FBC and I plan these meals with diversification uppermost in our minds along with the completion of nutritional requirements.

Funding Use

Our current sources are Ryan white, Broadway Cares and Macy's. Broadway Cares and Macy's are grants. They are \$5,000 each annually and are for the general fund. We use Ryan White for food and bags only. The amounts we spend on salaries, utilities, rent, and all other expenses comes from our personal fund. I understand we are allotted 10% of monies given to be used for "other expenses." In fiscal year 2009-2010 Agape will use these funds towards rent. Although we have a fund it will be depleted rapidly without Ryan White funding. We would like the funding to be for fiscal year 03/01/09-02/28/10. The Board of directors and the C.E.O. will oversee all aspects of the Food Services Program. Our award from Ryan white will be divided into monthly segments and buying done proportionally.

4. Describe the type of clients your organization serves, include demographic makeup if available

Our age group runs from children to elderly (4 years to 78 years).

0-12 (2)

13-24 (2)

25-44 (109)

45-64 (152)

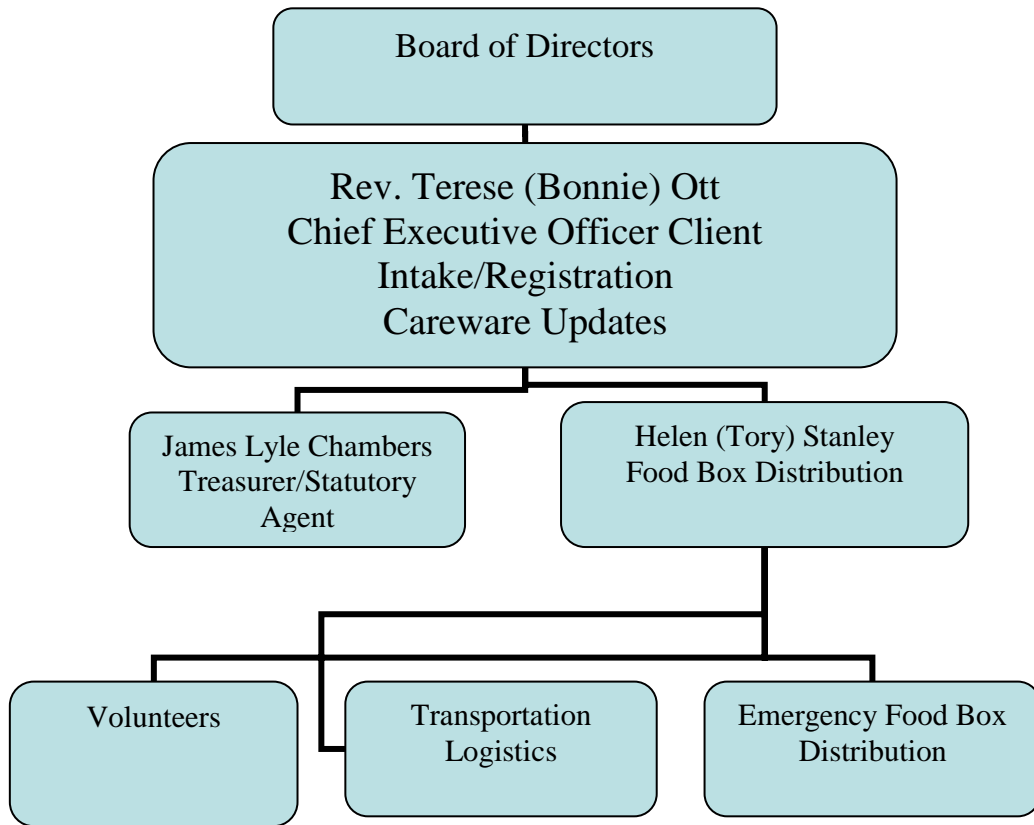
65+ (7)

This totals our 272 average for the fiscal year. 269 of these are from Maricopa County. Gender consists of female 54, male 216, transgender M/F 1, unknown 1.

Race is mostly white 132, Hispanic 53, black or African American 44, more than one race 33, American Indian/Alaskan Native 5, not specified 3, Asian 1. Males who have sex with males are 150, MSM and IDU 18, heterosexual 62, perinatal 5, other 4, not specified 1, hemophilia 1.

5. Provide an organizational chart

ATTACHMENT A
SERVICE PROVIDER APPLICATION



ATTACHMENT A
SERVICE PROVIDER APPLICATION

RESPONDENT REFERENCES (A minimum of 5 are required)

RESPONDENT SUBMITTING PROPOSAL: AGAPE Network

ENTITY NAME: Dan Gottry

ADDRESS: 1648 E. Harrison St. Chandler, AZ 85225

CONTACT PERSON: Dan Gottry

TELEPHONE: 480-491-1020 E-MAIL ADDRESS: dan@gottrys.com

NUMBER OF YEARS SERVICE PROVIDED: 14 yrs

ENTITY NAME: Willie Itule (produce)

ADDRESS: 926 E. Jackson St., Phoenix, AZ 85034

CONTACT PERSON: Kent Myers

TELEPHONE: 602-908-9291 E-MAIL ADDRESS: none

NUMBER OF YEARS SERVICE PROVIDED: 3 yrs

ENTITY NAME: Thomas Suites

ADDRESS: 2425 E. Thomas Rd. Ste 15, Phoenix, AZ 85016

CONTACT PERSON: Kevin Andersen

TELEPHONE: 602-290-4212 E-MAIL ADDRESS: Kandersen212@msn.com

NUMBER OF YEARS SERVICE PROVIDED: 10 yrs

ENTITY NAME: Fry's Market

ADDRESS: 1625 W. Camelback Rd., Phoenix, AZ 85017

CONTACT PERSON: Jennifer Quigg

TELEPHONE: 602-277-9664 E-MAIL ADDRESS: none

NUMBER OF YEARS SERVICE PROVIDED: 3 yrs

ENTITY NAME: Southwest HIV/AIDS –(fiscal agents)

ADDRESS: 1144 E. McDowell Rd. Ste. 200, Phoenix, AZ 85606

CONTACT PERSON: Libby Hunt

TELEPHONE: 602-307-5330 ext 2218 E-MAIL ADDRESS: lhunt@swhiv.org

NUMBER OF YEARS SERVICE PROVIDED: 4 yrs

ATTACHMENT B PRICING/BUDGET FORMS INSTRUCTIONS

(Section I)

Organization

AGAPE Netwrok

Contract Number

(Enter
Contract #)

Service Category

Food Services

Grant Period

March-09

Through

February-10**Narrative of Grant:**

(Enter the Planning Council Definition of this service.)

(Section II)**Budget Requested:****\$112,000.00**

Operating Expenses			Administrative Budget	Direct Service Budget	Total Budget
Personnel:	Salaries	1.25 FTE	\$-	\$18,293.60	\$18,293.60
Personnel:	Fringe/Benefits		-	-	-

Subtotal: Personnel

-	18,293.60	18,293.60
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Other Direct Costs

Travel		-	877.50	877.50
Supplies		-	81,868.00	81,868.00
Equipment		-		
Contractual		-	-	-
Program Support		-	-	-
Other Professional Services		10,750.00	-	10,750.00

Subtotal: Other Direct Costs

10,750.00	82,745.50	93,495.50
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Total Operating Expenses

10,750.00	101,039.10	111,789.10
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(Personnel and Other Direct Costs)

Indirect Costs

-	-
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Indirect Rate**0%**

(Providers claiming an indirect cost must submit their most current negotiated indirect cost rate issued by the cognizant federal agency.)

Total Costs of Grant	(Percent of Total)	10,750.00	101,039.10	\$111,789.10
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(Total Operating Expenses plus Indirect Costs)

10%	0%
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GRANT BALANCE

(Grant Revenue less Total Costs of Grant)

\$210.90

The Grant balance must equal zero

**YOUR BUDGET DOES NOT
MATCH THE CONTRACT VALUE -
PLEASE REVISE AND SUBMIT**

Finance Approval

Date:

Exec. Director

Approval

Date:

Administrative Agent

Date:

ATTACHMENT B PRICING/BUDGET FORMS INSTRUCTIONS

Maricopa County Health Care Mandates, as Administrative Agent for the Federal Ryan White HIV/AIDS Treatment Modernization Act of 2006

Part A grant has created and revised the format for budget submissions for all Providers providing services under the Part A C.A.R.E. Act grant.

The attached set of instructions will help you in completion of the Maricopa County Health Care Mandates Part A grant budget forms.

The forms can be completed electronically and sent to: _____ or manually and mailed to _____

Purpose In an ongoing effort to continuously improve the quality of service under the Ryan White Part A grant, these forms will enable providers to efficiently create annualized management budgets that accurately record the budgeted costs of services to the community.

These forms create a standard format to accurately provide reporting information required under the administration of Part A funds.

Every effort has been taken to ensure that the forms are easily completed and accurately reported.

Objective To standardize the budget system utilized by providers of Ryan White Part A funds that will:

- a. Accurately track and report Administrative Costs and Direct Service Costs separately.
- b. Minimize risk of exceeding the Administrative Cost Cap (10% of the aggregate award available for service).
- c. Minimize the real or perceived risk of arbitrary budget approval.

INSTRUCTIONS -

FORM NAME	FORM NUMBER
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<div style="background-color: yellow; padding: 5px; border: 1px solid black;">Cover Page</div>	<div style="background-color: yellow; padding: 5px; border: 1px solid black;">B05-CV-1</div>
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Use this page to enter the summary information for your organization and Ryan White Part A grant award.
* A separate budget packet, including Cover Page, is required for each Ryan White Part A grant award that you have been awarded.

The Cover Page consists of the following:

Name	Enter the official name of your organization
FEIN	Enter your federal employee identification number
Address	Enter the address of your organization
Authorized Contact	the name of the person to be contacted and allowed to make decisions
Telephone	the telephone number of the Authorized Person
Primary Contact	the name of the person(s) to be contacted primarily (if different from above)
Primary Telephone	the telephone number of the Primary Contact
Email	Email of the Primary Contact
Fax	fax number that you can receive facsimile messages/correspondence
Service Category	the service category of the submitted budget packet (see Service Category in your Contract)
Grant Year	the beginning and ending grant year of your budget submission

ATTACHMENT B PRICING/BUDGET FORMS INSTRUCTIONS

Budget Summary

B05-SU-1

This form summarizes all of the line items in the submitted budget packet for the award listed in the Cover Page.

Section I Summarizes the organizational information provided in the Cover Page.
The information will automatically populate when the Cover Page is complete

Section II This section summarizes the budget information calculated in the submitted budget packet for this grant. This form is required for all Ryan White Part A awards issued by Maricopa County Health Care Mandates.
This form reports the summary line item amounts allocated as Administrative Costs, Direct Service Cost, and total budget for the budget packet for this service award.

Administrative costs relate to oversight and management of CARE Act funds and include such items as contracting, accounting, and data reporting.

Administrative Costs, defined in Section 2604(f)(3) defines allowable "subcontractor administrative activities to include:

- a. Usual and recognized overhead, including establishing indirect rates for agencies;
 - b. Management and oversight of specific programs funded under this title; and
 - c. Other types of program support such as quality assurance, quality control, and related activities."
- Examples include: salaries and expenses of executive officers, personnel administration, accounting, the costs of operating and maintaining facilities, and depreciation or use allowances on building and equipment.

The Administrative Costs Column, including indirect cost, cannot exceed 10% of the total award

**** Indirect Cost - Providers claiming and indirect cost must submit their most current negotiated indirect cost rate issued federally**

- 2 Direct Services allocations are for service that directly benefits Ryan White HIV clients such as staff, medicine and drugs, clinical supplies, etc..

The final determination for cost allocations between Administrative Costs and Direct Service Costs resides with Maricopa County Health Care Mandates

If completing this form electronically, the information will automatically populate as the budget packet is completed:

* Enter the indirect rate used by your organization in cell [C134], if applicable - see "indirect cost".

Grant Balance - This cell calculates the amount of the grant less the projected costs. This number must equal 0.

ATTACHMENT B PRICING/BUDGET FORMS INSTRUCTIONS

Personnel

B05-PE-1

Use this form to list ALL persons being paid a salary from the Ryan White Part A grant in this budget packet.

This form calculates the applied annual salary and applied annual benefits per individual FTE.

The Provider must determine if the position(s) listed are Administrative, Direct Service, or Both

* for Both, the Provider must indicate how much of the time spent on Ryan White Part A activities are considered administrative.

For example - a Case Management Supervisor may continue with a case load of their own, in this case, it must be determined how much of their time should be allocated to Administrative duties and Direct Service support.

The Cells referenced in the form (#) requiring entry are:

- (A) Full Time Hours. This is used to determine the annual hours for full time staff.
(Typically 2,080)
- (B) Benefits
Enter a brief name of all benefits included for staff and the percentage of gross salary associated with that benefit.

(I.e., Social Security - 6.75
(FICA) %)
- (C) and (C-a) Enter the position title and staff members last name.
- (D) Enter the FTE, or fraction of full time, that this person will work on this Part A grant
(I.e., A person who spends 1/2 of full time hours on this grant would be .5 FTE)
- (E) Enter the position's hourly rate
- (H) Determine whether a persons primary responsibilities on this grant will be for Direct Service activities or Administrative Activities by entering A or D.
* For a staff member who has both responsibilities, enter A
- (I) Enter how much of the persons time is spent on Administrative duties.
(I.e., a staff member can spend 90% of their time doing administrative duties and 10% performing Direct Services.)

The Cells referenced in the form (#) that are calculated are:

F,G,J,K,L,M,N,O,P,Q

These calculations are explained in under each of the Cell references. If submitting this form manually, follow the directions listed in the formula bar.

Travel

B05-TV-1

Use this form to budget any travel expenses associated with the services of the Ryan White Part A Grant.

This form consists of two (2) sections - Mileage and Other Travel

Mileage This section establishes a budget amount, both Administrative and Direct Service, for mileage reimbursement in conjunction with providing services to the grant.
The Provider is to determine the per mile rate that they reimburse staff for (Cell [E12])
Maricopa County Health Care Mandates has adapted a standard formula to apply all mileage reimbursements budgets.

The mileage budget form requires the following entries:

- (A) Enter the number of FTE both Administrative and Direct Service in the corresponding row.

The information will automatically populate as the Personnel form is completed.

ATTACHMENT B PRICING/BUDGET FORMS INSTRUCTIONS

- (B) Enter the annual miles that are annually budgeted for one (1) FTE staff person.
*Do not use partial FTEs, only the annual miles for 1 FTE.
- (C) [Cell E16] Enter the current rate used by your organization to reimburse mileage requests
- (G) Provide a detailed justification of the travel budget requested, both Administrative Cost and Direct Services.

Cell References: (D), (E), and (F) are calculated automatically.

Other Allowable Travel

In some cases, other travel may be allowed under the Ryan White Part A Grant.
Each item listed in this section must have a detailed and accurate budget justification attached.

At this time, Maricopa County Health Care Mandates has determined that costs included in this section are Administrative Costs

- (A) Enter the dates that the other travel is expected.
- (B) and (C) Enter the estimated cost and description of the expense
*this can include car rental, parking fees, etc.
- (G) Provide a detailed description of the justification, in relation to Ryan White Part A services as awarded in this grant.

Columns (D), (E), and (F) are calculated automatically.

Supplies

B05-SP-1

Use this form to create the supplies budget for the Ryan White Part A grant for this budget packet.
Supplies can include general office supplies, (pens, paper, etc.) and program and medical supplies.

Section I General Office Supplies

Maricopa County Health Care Mandates has initiated a standard allocation model for general office supplies:
(Administrative Allocation = Total Budget x Percent of administrative FTE to total FTE)

When completing the general office supplies chart manually, use the information calculated in (N), (O), (P), and (Q) of the Personnel Worksheet (Form B05-PE-1)

Section II Program Supplies

This chart can be used to identify and budget for program specific and/or medical supplies used in providing services.
Program Supplies have been determined to be Direct Service Costs, however final determination resides with Maricopa County Department of Public Health.

Equipment

B05-EQ-1

Use this form to budget for equipment needed to support services under this Part A grant.

Indicate the item budgeted, the total budgeted amount, and a detailed justification of the equipment to be purchased.

**ATTACHMENT B
PRICING/BUDGET FORMS INSTRUCTIONS**

Contractual B05-CT-1

Use this form to budget for consulting, contract labor, and/or subcontracts in conjunction with operating this Part A grant.

For each section, indicate the name, licenses/qualifications, hours budgeted, quoted rate, dates of service, and a detailed justification for why these services are necessary to provide services.

Other Program Support B05-SP-1

Use this form to budget for other support necessary to provide services under this grant. This form applies the FTE ratio for the expenditures including: telephone, postage, copying, and utilities.

Other Professional Services B05-PF-1

Use this form to budget for other professional services; audit/accounting, insurance, rent/space, or other professional services.

For each section, indicated the provider of service(s), the rate, a detailed description of the services provided, and the method of calculating the budget for this Part A grant.

This section allows providers to indicate the percentage requested as administrative and direct service. Final determination reside with Maricopa County Health Care Mandates County Health Care Mandates.

**ATTACHMENT B
PRICING/BUDGET FORMS INSTRUCTIONS**

**NAME OF
ORGANIZATION:**

AGAPE Netwrok

Fed. Employee ID #
(FEIN)

86-0697924

ADDRESS:

P.O. Box 32778

Phoenix

Arizona 85064-2778

AUTHORIZED
CONTACT

Rev. Terese E. Ott

TELEPHONE

602-234-6143

FAX

502-956-3829

E-MAIL

agapefoodbox@aol.com

PRIMARY CONTACT

Same as above.

TELEPHONE

602-710-3828

FAX

602-298-0993

EMAIL

revbonniemcccop@aol.com

SERVICE CATEGORY

Food Services

GRANT PERIOD:

3/1/2009

2/28/2010

Start Date

End Date

AMOUNT

\$

112,000.00

ATTACHMENT B PRICING/BUDGET FORMS INSTRUCTIONS

Personnel All staff paid in full or part from this Ryan White Title I grant are to be listed in the following chart.

1 Staffing				Provider Entry	Auto Calculation							
(C)	(C - a)	(D)	(E)	(F) = (A)*(E)*(D)	(G) = (F)*(B)	(H)	(I)	(J) = (F)*(I)	(K) = (G) * (I)	(L) = (F) - (J)	(M) = (G) - (k)	
Staffing AGAPE Netwok Food Services												
Position Title	Last Name	FTE	Rate	Gross Applied to grant per FTE	Benefits Applied to grant per FTE	Job Status	Percent applied as Administrative	Gross Admin Salary	Gross Admin Benefits	Direct Service Salary	Direct Service Benefits	
				-	-	A		-	-	-	-	
2	Food Box Coordinator	Stanley	1	5.19	10,795.20	-	D	0%	-	-	10,795.20	-
Meal planning according to RDA standards, orders and receives food items, shelves, packs and delivers food boxes directly to Ryan White Part A eligible clients.												
3	Prog Director	Ott	0.25	14.42	7,498.40	-	D	0%	-	-	7,498.40	-
Ryan White Part A CAREWare input for direct service eligibility, includes working directly with clients to ensure eligibilty for food boxes. Meal planning and direct client food box distribution and assistance to clients for food needs.												
4				-	-	A	0%	-	-	-	-	
5				-	-			-	-	-	-	
6				-	-			-	-	-	-	
7				-	-		0%	-	-	-	-	
TOTAL		1.25		18,293.60	-			-	-	18,293.60	-	
(Admin)		0	FTE	(N) = (D)*(I)		0%	(P) = (N) / ((N) + (O))					
(Direct Service)		1.25	FTE	(O) = (D) * (1-I))	Percent FTE	100%	(Q) = (O) / ((N) + (O))					

Calculating Annual Salary	2080
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(Rate x Annual Hours)

Benefits	
Benefits	Percent
TOTAL	0.00%

**ATTACHMENT B
PRICING/BUDGET FORMS INSTRUCTIONS**

The supplies line item is used to budget funds for supplies used in the operations of the budget. This category can include general office supplies and program/medical supplies.

- 1 **General Office Supplies: includes pens, paper, toner, etc.** (Apply at FTE Ratio)

	(A)	(B)	(C) = (A)*(1-(B	(D) = (B) + (C)	(E)
General Office Supplies AGAPE Network Food Services					
Item	Annual Budget	Admin 0%	Direct Service	Total	Narrative
1		-	-	-	
2		-	-	-	
3		-	-	-	
4		-	-	-	
5		-	-	-	
		-	-	-	
TOTAL		-	-	TOTAL	\$-

- 2 **Program Supplies**

Program Supplies have been deemed Direct Service.

	(A)	(B)	(C)	(D) = (B)	(E)	(F)
Program Supplies AGAPE Network Food Services						
	Description	Annual Budget	Admin	Direct		Narrative
1	Food	81784	0	81,784.00		Perishable and non-perishable food items necessary for food box preparation and client consumption. Meets RDA guidelines as required by Ryan White Part A.
2				-		
3	Distribution supplies	84		84.00		Bags, containers, plastic Boxes necessary for clients to carry items home in a safe manner.
4				-		
5				-		
				-		
	TOTAL		-	81,868.00	TOTAL	\$81,868.00

ATTACHMENT B
PRICING/BUDGET FORMS INSTRUCTIONS

Equipment less than \$1,000 - includes computers, fax machines, shredders, and adding machines to be used in the operations of this grant.

(Apply at FTE Ratio)

	(A)	(B)	(C) = (A) * (1 - (B))	(D) = (B) + (C)	(E)
Equipment less than \$1,000 AGAPE Netwrok Food Services					
Description	Allocated Budget	Admin 0%	Direct Service	Total	Narrative
1		-	-	-	
2		-	-	-	
3		-	-	-	
4		-	-	-	
5		-	-	-	
		-	-	-	
TOTAL		-	-	TOTAL	\$-

Summary - 81,868.00

**ATTACHMENT B
PRICING/BUDGET FORMS INSTRUCTIONS**

The equipment line item is budgeted for equipment purchased or leased in conjunction with operations of the grant.

Equipment greater than \$1,000

- 1 Equipment greater than \$1,000 - Include large equipment necessary to be used in the operations of this grant. Please note that there are more requirements for approval.

(A)		(B)	(C)	(D) = (B * (1 - (C))	(D) = (B) + (C)	(E)
Equipment greater than \$1,000 AGAPE Netwrok Food Services						
Item Budgeted	Amount Budgeted	Admin	Direct Service	Total	Narrative	
		0%				
1		-	-	-		
2		-	-	-		
3		-	-			
4		-	-			
5		-	-			
		-	-			
TOTAL		-	-	TOTAL	\$-	

**ATTACHMENT B
PRICING/BUDGET FORMS INSTRUCTIONS**

The Contractual line item is used for consulting and contracting to be utilized in conjunction with operations of the grant.

This budget category includes payments to outside consultants and temporary services.

Use this section for both professional and clerical support.

Consulting

- 1 Consulting - Include any payments anticipated for consulting and capacity building services

Consulting AGAPE Netwrok Food Services									
Consultant	Hours Budgeted	Quoted Rate	Total Budget	Admin Budget %	Admin Budget	Direct Service	Dates of Service		
1		0	-	0%	-	-			
Licenses / qualifications									
Narrative									
2	0	0	-	0%	-	-			
Licenses / qualifications									
Narrative									
3			-		-	-			
Licenses / qualifications									
Narrative									
4									
				TOTAL	-	-	\$-		

**ATTACHMENT B
PRICING/BUDGET FORMS INSTRUCTIONS**

Subcontracts

2 Include any payments for subcontracts to provide services under this grant.

Backup is required for each subcontract listed in this section. Maricopa County Department of Public Health

will enforce the 10% administrative Cost Cap established by HRSA for first-line entities receiving Title I funds.

Subcontracts AGAPE Network Food Services							
Contract Provider	Units/Hours Budgeted	Quoted Rate	Total Budget	Admin Rate	Admin Budget	Direct Service	Dates of Service
1			-	0%	-	-	
Service(s) Provided							
Narrative							
2			-		-	-	
Service(s) Provided							
Narrative							
3			-		-	-	
Service(s) Provided							
Narrative							
				TOTAL	-	-	\$-

**ATTACHMENT B
PRICING/BUDGET FORMS INSTRUCTIONS**

TRAVEL

Travel can be budgeted for the cost of staff mileage and other travel associated with Ryan White CARE Act Title I funds.

- 1 Mileage** Mileage will be budgeted utilizing the standard calculation of annual miles for a full time staff person x the rate determined by your organization per mile x the number of FTE(s) budgeted to provide services under this grant.

	(A)	(B)	(C)	(D) = (B)*(C)*(A)	(E)	(F)	(G)
Mileage AGAPE Netwrok Food Services							
	FTE	Annual Miles Budgeted (Per 1 FTE)	Miles Applied to Grant	Budget \$0.54	Admin	Direct Svc	Description
1	Admin	0	0	\$-	-	-	
2	Direct Svc	1.25	1300	877.50		\$877.50	Travel for direct client service staff to deliver food boxes to clients who are physically unable to travel to Agape site. There are approximately 20 clients within Maricopa County who need this service.
	TOTAL		1300	877.50	-	877.50	\$877.50

(Total Miles applied to this grant)

(B) Note - Budget annual mileage for 1 FTE.

**ATTACHMENT B
PRICING/BUDGET FORMS INSTRUCTIONS**

2 Other Allowable Travel

At this time, Maricopa County Health Care Mandates has determined that costs included in this section are Administrative Costs.

	(A)	(B)	(C)	(D) = (B)+(C)	(E) = (D)	(F)	(G)
	Other Allowable Travel AGAPE Netwrok Food Services						
	Dates of Travel	Cost Line Item	Cost Line Item	Total Budget	Admin	Direct Service	Description
1		\$-	\$-	-	-	0	
	Description					0	
2		\$-	\$-	-	-	0	
	Description					0	
3		\$-	\$-	-	-	0	
	Description					0	
				-	-	-	\$-

		Admin	Direct Service	Total
SUMMARY	(Travel)	-	877.50	877.50

**ATTACHMENT B
PRICING/BUDGET FORMS INSTRUCTIONS**

**Other Program
Support**

1 Telephone

Telephone AGAPE Netwok Food Services					
Description	Annual Amount Budgeted	Admin 0%	Direct Service	Total	Narrative Justification
1 Cell Phones	0	-	-	-	
2 Direct Line		-	-	-	
3		-	-		
		-	-		
TOTAL		-	-	TOTAL	\$-

2 Copy/Duplicating

Copy/Duplicating AGAPE Netwok Food Services					
Description	Budget	Admin 0%	Direct Service	Total	Narrative Justification
1 Program Brochures					
	0		-	-	
2 Other Copying/Duplicating					
	0	-	-	-	
	0	-	-	-	
	0	-	-	-	
TOTAL		-	-	TOTAL	\$-

Budget Category 6 4

3 Postage

Postage AGAPE Netwok Food Services					
Description	Amount Budgeted	Admin 0%	Direct Service	Total	Narrative Justification
1	0	-	-	-	
		-	-		
TOTAL		-	-	TOTAL	\$-

**ATTACHMENT B
PRICING/BUDGET FORMS INSTRUCTIONS**

4 Utilities

Utilities have been deemed 100% administrative.
(Ruling 6.6.B05)

Utilities AGAPE Netwok Food Services					
Description	Amount Budgeted	Admin 0%	Direct Service	Total	Narrative Justification
1	0	-	-	-	
		-	-	-	
		-	-	-	
		-	-	-	
		-	-	-	
TOTAL		-	-	TOTAL	\$-

4 Other Program Support

Other Program Support AGAPE Netwok Food Services					
Description	Budgeted Amount	Admin 0%	Direct Service	Total	Narrative
1		-	-	-	
		-	-	-	
		-	-	-	
		-	-	-	
		-	-	-	
TOTAL		-	-	TOTAL	\$-

**ATTACHMENT B
PRICING/BUDGET FORMS INSTRUCTIONS**

1 Audit/Accounting/Finance

Audit/Accounting/Finance AGAPE Netwrok Food Services							
Vendor	Hours Budgeted	Quoted Price*	Total Price	Dates of Service	Admin	Direct Service	Description
a			-		-		
Cost Method Used							
Budget Justification							
b			-		-		
Cost Method Used							
Budget Justification							
c					-		
Cost Method Used							
Budget Justification							
				TOTAL	-		\$ -

2 Insurance

Insurance AGAPE Netwrok Food Services							
Insurance Type	Annual Premium	Percent To grant	Total Grant	Dates of Service	Admin	Direct Service	Description
a			-		-		
Cost Method Used							
Budget Justification							
b	0	0%	-		-		
Cost Method Used							
Budget Justification							
c		0%	-		-		

**ATTACHMENT B
PRICING/BUDGET FORMS INSTRUCTIONS**

Cost Method Used								
Budget Justification								
				TOTAL	-		\$ -	

3 Rent/Space

Rent/Space AGAPE Network Food Services							
Provider	Annual Rent	Percent to Grant	Total Grant	Dates of Service	Admin	Direct Service	Description
J. Teberg	10750	100%	10,750.00		10,750.00		Rent for Agape Network at 2425 E. Thomas Road.
Cost Method Used	Rent amount listed is 50% of the annual rate. Rental space is allocated at 100% as Agape serves only Ryan White Part A eligible clients.						
Budget Justification	Rental space is necessary to store refrigerators, freezers, food items, for volunteer and staff food preparation, office supplies, and for direct client services (food box distribution).						
				TOTAL	10,750.00		\$ 10,750.00

4 Other Professional Service

Other Professional Service AGAPE Network Food Services							
Vendor	Hours Budgeted	Quoted Price*	Total Price	Admin Budget %	Admin	Direct Service	Description
			-	0%	-	-	
Cost Method Used							
Budget Justification							
			-		-	-	
Cost Method Used							
Budget Justification							
					-	-	
Cost Method Used							
Budget Justification							
			-	TOTAL	-	-	\$ -

ATTACHMENT B
PRICING/BUDGET FORMS INSTRUCTIONS

Instructions: Complete the yellow sections for this template. All information will be linked to the Unit Cost sheet of this work book
This sheet allows for planning and cost calculations for services to be provided under this grant.
Providers may utilize this sheet to determine costs of units that they are proposing for the contract.
Providers also have the option to utilize the Unit Cost Narrative sheet at the end of this workbook.

Organization Name: **Agape Network**
Contract: **Food Bank/Meals**

	(A) Activity (From Work Statement)	(B) Product / Unit Name	(C) Number of Units Proposed	(D) Proposed Fee Per Product/Deliverable	Schedule of Deliverables												(E) Total Payment Per Objective/Activity
					Mar	Apr	May	June	July	Aug	Sep	Oct	Nov	Dec	Jan	Feb	
1		Food Box	3,900		325	325	325	325	325	325	325	325	325	325	325	325	-
2			-	-													-
3			-	-													-
4			-	-													-
5			-	-													-
6			-	-													-
7			-	-													-
8			-	-													-
TOTAL			3,900		325	325	325	325	325	325	325	325	325	325	325	325	

-
\$111,789.10
\$(111,789.10)
(Over Budget)

- (A) From the Work Statement - enter which activity this unit relates to.
(B) Product/Unit Name - Enter the name that identifies this unit.
(C) Enter the number of units proposed for the contract year.
(D) This fee calculates automatically, based on the budget and unit cost from the Unit Cost Worksheet.
Schedule of Deliverables Enter the number of units BY MONTH proposed in the corresponding column and row.
(E) This calculates the total amount budgeted, based on proposed units x proposed fee, for this contract.

ATTACHMENT C
Maricopa County Department of Workforce Management & Development
Ryan White Part A Program
Phoenix, EMA
FY 2008/2009

AGAPE NETWORK

FY 2009/2010 WORK PLAN FOR *Food Bank & Meals*

Performance Measure FY 2008/2009

1) Number of new clients = 50
 2) Number of returning clients = 272
 3) Face to Face visits = 3,900

4) =
 5) =
 6) % of compliance = 100%
 7) Total # undup. clients 322

Challenge: To assist the Ryan White Care Act enrollees maintain a healthy and nutritious diet.

Goal: To provide a variety of nutritious food items, every week, to people affected by HIV, in order to help maintain their health through a proper diet.

OBJECTIVES:	ACTIVITIES	IMPLEMENTATION PLAN/POSITIONS REQUIRED	HOW GOALS WILL BE MEASURED/ATTAINED/ EVALUATION METHODS
Objective 1: The objective of this service is to prepare and distribute what are called “food boxes” which contain nutritious meals. These boxes are to be distributed to people who are eligible for and enrolled in the Ryan White Care Act service program.	The project will: The project will involve the process of determining a nutritious mix of foods to provide, purchasing the food items, and collecting them in boxes for distribution. Each box will contain approximately 5 pounds of frozen meat items, 10 cans of vegetables, fruits, soups, canned meals, dry milk (occasionally) dry pasta, and produce (potatoes, onions, fresh fruit, and packaged fresh vegetables). A facility is maintained where the enrollees (“client”) can come to a central point and pick the boxes up. In some cases, where needed, the boxes will be delivered to the client.	Implementation: A nutritionist visits once a month to address the specific needs of the clients, and to advise the agency (AGAPE) regarding the nutrition pyramid. This pyramid is a diagram of food sources necessary to maintain proper nutrition. This service not paid for by this grant. The Food Manager will follow the nutrition pyramid and go into the community to make purchases of food items. Care will be taken to offer a variety of food items so that the client receives a wide range of items in their diet. The Food Manager will also attempt to purchase all items in bulk so as to capture any savings possible. The Food Manager and volunteer staff	Narrative Measure Statement: The program will be measured in three ways. First the number of food boxes distributed will be tracked and maintained. Second: the number of unduplicated clients served will be measured and maintained, and changes to this number identified. Third: information regarding the general satisfaction of the clients will be periodically gathered anecdotally, at the time the client picks up the food boxes Service Unit Name: One Food Box Service Unit Description: One box (actually a bag) containing approximately 5 pounds of frozen meat items, 10 cans of vegetables, fruits, soups,

		<p>store the food items on large shelves and in freezers and refrigerators using a “first in, first out” process. This means that the food is distributed when it is purchased and none of the food items are warehoused for periods exceeding the expiration date.</p> <p>The food items will be selected and packaged into boxes and made ready for pick up by the clients.</p> <p>When the clients come to pick up the food they enter into a room set aside for pick up of the food item. It is structured so that the client is the only recipient in the room at that time. The staff are then able to discuss the client’s needs and well being during the pick-up visit.</p> <p><i>Responsible staff:</i> Purchasing and Supervision: Food Manager Preparing Boxes: Food Manager and volunteer staff.</p>	<p>canned meals, dry milk (occasionally) dry pasta, and produce (potatoes, onions, fresh fruit, and packaged fresh vegetables).</p> <p>Units to be Provided: 3,900</p>
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AGAPE NETWORK, 2425 E. THOMAS ROAD SUITE 6, P.O. BOX 32778, PHOENIX, AZ 85016
85064 2778

PRICING SHEET: NIGP CODE 9487407

Terms:	NET 30
Vendor Number:	W000007306 X
Telephone Number:	602/234-6143
Fax Number:	602/956-3829
Contact Person:	Bonnie Ott
E-mail Address:	agapefoodbox@aol.com
Certificates of Insurance	Required
Contract Period:	To cover the period ending March 31, 2014 .

AWARD EFFECTIVE JULY 01, 2009